

City of Sidney, MT City Council Meeting 2-7-2022 February 07, 2022 6:30 PM 115 2nd Street SE |Sidney, MT 59270

The City Council meetings are open to the public attending in person, <u>with masks encouraged when social</u> <u>distancing cannot be accomplished</u>. If the public does not wish to participate in person, they are also invited to participate via a Zoom meeting. You can participate via phone:

Meeting ID: 882 0070 9979 Passcode: 4332809 Call: 1-346-248-7799

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Aldermen Present
- 4. Correction or Approval of Minutes
 - a. Water and Sewer Committee 1-10-2022
 - b. Regular City Council Meeting 1-18-2022
 - c. City Buildings/Street Lighting Committee Meeting 1/24/2022
- 5. Visitors
- 6. Public Hearing
- 7. Mayor Norby
- 8. Committee Meeting Work
- 9. Alderman Requests and Committee Reports

Parks and Recreation – Chair Godfrey – Sergent, Christensen | Water and Sewer – Chair Koffler – Godfrey, Rasmussen Street and Alley – Chair Christensen–Sergent, Stevenson | Sanitation – Chair Rasmussen – Koffler, Stevenson City Buildings & Street Lighting – Chair Stevenson– Koffler, Rasmussen | Police and Fire – Chair Sergent – Godfrey, Christensen

Budget and Finance – Chair Sergent, Christensen, Rasmussen

- 10. Unfinished Business
- 11. New Business

- 12. City Planner
- 13. City Attorney
- 14. Chief of Police
 - a. Update
- 15. Public Works Director
 - a. Update
 - b. WWTP Phase 3 Draw #29 for \$2,921.00
 - c. Dry Red Water Authority-Connect
 - d. DNRC-FEMA Flood Plain Grant for Lone Tree
 - e. American Tower Lease Agreement
 - f. West Holly and Phase III Draw #3b for \$48,831.00
- 16. Fire Marshal/Building Inspector
 - a. December 2021 and January 2022 Fire Run Report
- 17. City Clerk/Treasurer
 - a. Update
- 18. Consent Agenda
 - a. Claims to be approved: \$232,653.28
 - b. Building Permits to be approved:

None to be approved.

19. Adjournment



City of Sidney, MT Water and Sewer Committee Meeting January 10, 2022 5:30 PM 115 2nd Street SE |Sidney, MT 59270

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Meeting ID: 8828 3494 8109 Passcode: 4332809 Call: 1-346-248-7799

Visitors: Mayor Norby, PWD Hintz, Clerk/Treasurer Chamberlin, Troy Jensen and via phone: Laura Gundlach and Travis West.

Alderman DiFonzo subbed for Alderwoman Rasmussen, as she was unavailable.

New Business

Eastern Montana Meats Connect to City Sewer

Mr. West stated after a discussion with Mr. Lunderby, who has acquired more business, they would like to increase the proposed amount waste given to the City to the max amount they could process which is approximately 16,300 gallons per day.

Mrs. Gundlach stated she has looked into this further since the last time the City met on it and because it is considered a slaughter house, the EPA considers this to fall under the categorical industrial discharge charter for effluent guidelines and technology based standards. She stated this will cause the City additional work to ensure compliance with the EPA that also must be considered. She stated their proposal shows high levels of BOD and very high levels of nitrogen and phosphorus which will need treatment other than what our system is currently doing, or pretreated. She stated she would suggest doing a rate study to look at actual costs for taking this additional waste so no cost is put on current rate payers.

Mr. West asked if pre-treating the waste would get costs down and Mrs. Gundlach stated it could and the EPA would likely require it as they require best available technology. He also asked if the EPA permit would be acquired by them or the City and she stated the City would have to have their own permit, but Eastern MT Meats might have to get their won because of the Yellowstone River. PWD Hintz stated City Code 3-5a-6 item F requires the pretreatment of such waste. Mrs. Gundlach stated she recommends looking into pretreatment, variances and a rate study, unless they are going to pretreat down to domestic waste levels. Mayor Norby asked how much a rate study would cost and she said between \$5-10,000.

Alderman DiFonzo asked if MMIA had been consulted for insurance purposes and Clerk/Treasurer Chamberlin stated they had not yet been, but she could set a meeting to do so. Mayor Norby stated he would like to see the insurance consulted and have them review the proposal before committing.

Motion was made to consult MMIA with proposal and than have another Water and Sewer Committee Meeting to make final recommendation to the City Council.

Motion made by DiFonzo, Seconded by Godfrey. Voting Yea: Koffler, DiFonzo, Godfrey

4



City of Sidney, MT City Council Regular Meeting TUESDAY 1-18-2022 January 18, 2022 6:30 PM 115 2nd Street SE |Sidney, MT 59270

Minutes

The City Council meetings are open to the public attending in person, <u>with masks encouraged when social</u> <u>distancing cannot be accomplished</u>. If the public does not wish to participate in person, they are also invited to participate via a Zoom meeting. You can participate via phone:

Meeting ID: 857 8594 8751 Passcode: 4332809 Call: 1-346-248-7799

1. Call to Order

Mayor Norby called the regular meeting of the Sidney City Council to order at 6:30pm.

2. Pledge of Allegiance

The Pledge of Allegiance was stated by all present.

3. Aldermen Present

Christensen, Godfrey, Stevenson, Koffler and DiFonzo. Alderwoman Rasmussen was present via phone. None were absent.

4. Correction or Approval of Minutes

a. Regular City Council Meeting Minutes 1-3-2022

Clerk/Treasurer Chamberlin stated the title needs to be changed from Agenda to Minutes. Motion was made to approve with correction.

Motion made by Alderwoman Christensen, Seconded by Alderman Stevenson. Voting Yea: Alderman Koffler, Alderwoman Rasmussen, Alderman DiFonzo, Alderman Stevenson, Alderwoman Godfrey, Alderwoman Christensen

5. Visitors

a. Kris Entzel use of City Parking Lot on 4-28-2022 for Foundation Fundraiser

Mrs. Entzel stated they would like to use the parking lot east of City Hall for a non-profit foundation to assist children in Eastern Montana. She stated she has entertainers Al Wencho and Judd Berman, silent auction items and local vendors. Alderman DiFonzo asked if there is alcohol involved and she asked how she would seek that permission. Chief Kraft stated she would have to submit an application for a permit to the Police Department. Alderman DiFonzo stated they will have to submit a plan on how to keep alcohol separate from public. She stated she is unsure if they will be pursuing the alcohol permit. Alderman DiFonzo stated there should be something blocking so people cannot get into the street. Chief Kraft stated special event liability insurance co-naming the City would also need to be acquired. Mrs. Entzel asked if it would be better to use both City parking lots, having the band with alcohol in one lot and the other for the vendors.

Alderman DiFonzo stated he would like to see a plan designated and to table until then. Chief Kraft stated he could have it reviewed for the second meeting in February.

Others Present: Jordan Mayer-Interstate Engineering

6. Public Hearing

a. Upcoming Public Hearings: Update to Zoning Code for recreational marijuana and update to City Code for Nuisance Properties

Mayor Norby announced there will be public hearings to review changes to the City of Sidney Zoning Code and Nuisance Code. City Attorney Kalil stated he has created a faster more streamlined ordinance and he is recommending sending his update to the Nuisance Committee to review and make a recommendation to the City Council.

Motion was made to send this to the Nuisance Committee for review.

In discussion, Mrs. Entzel asked how many counties have nuisance ordinances and it was responded almost all.

Motion made by Alderman Koffler, Seconded by Alderwoman Christensen. Voting Yea: Alderman Koffler, Alderwoman Rasmussen, Alderman DiFonzo, Alderman Stevenson, Alderwoman Godfrey, Alderwoman Christensen

7. Mayor Norby

8. Committee Meeting Work

a. Water and Sewer Committee Meeting-Eastern Montana Meats Request to be on City Sewer

Alderman Koffler stated they met and reviewed the proposal from Eastern Montana Meats. He stated they tabled this until MMIA could be consulted. Clerk/Treasurer Chamberlin stated they will be meeting with MMIA and MLCT on February 25th, 2022 at 2pm.

9. Alderman Requests and Committee Reports

Parks and Recreation – Chair Godfrey – Sergent, Christensen | Water and Sewer – Chair Koffler – Godfrey, Rasmussen

Street and Alley – Chair Christensen–Sergent, Stevenson | Sanitation – Chair Rasmussen – Koffler, Stevenson City Buildings & Street Lighting – Chair Stevenson– Koffler, Rasmussen | Police and Fire – Chair Sergent – Godfrey, Christensen

Budget and Finance – Chair Sergent, Christensen, Rasmussen

Clerk/Treasurer apologized for not having the Committee Assignments updated. Alderwoman Godfrey asked for an update on the Yellow Trailer and BI/FM Rasmussen stated it is slated to be moved out of the City Limits as soon as they can get someone hired to move it. She asked if there was a time limit and he stated they had not given one yet. Alderman DiFonzo stated he feels they need a stop date and Mayor Norby agreed and stated they can discuss it the next day.

Chief DiFonzo stated the MHSA has approved baseball as a school sport, so by 2023 the school will be probably approaching the City of Sidney to utilize the current baseball field and so that agreement would need to be drafted.

10. Unfinished Business

Nothing.

11. New Business

Nothing.

12. City Planner

a. Zoning Code Update for recreational marijuana

PWD Hintz stated the Zoning Board is currently reviewing the proposed changes from Planner Sanderson, and they are recommending changing current code by taking medical out and leaving the rest. He stated they will be meeting again February 9th with another public hearing and further review before they give a recommendation to the City Council.

13. City Attorney

Nothing further.

14. Chief of Police

a. Police Department Update

Chief Kraft stated the Year End Report will be at one of the meetings in February. He stated the RC Sheriff's Office has requested their assistance in ground searching for their missing person, which they have coordinated for on Thursday. He stated they have done testing and interviews and have sent a couple of conditional offers, pending background checks. Chief Kraft stated Officer Gomke and K9 Ringo are still in training but should be done soon.

Mr. Mayer asked if any of the candidates came from the video and Chief Kraft stated a couple of them had.

15. Public Works Director

a. Anderson Subdivision Water/Sewer

PWD Hintz stated he has been approached by 3 people in Anderson Subdivision who would like to have City Services installed. He stated he would like to set up a meeting with that neighborhood to inform them of how an SID would work, the cost, etc. He stated this is the donut hole the City annexed into the City in the last couple of years in the NE part of town.

Motion made by Alderman Koffler, Seconded by Alderwoman Godfrey. Voting Yea: Alderman Koffler, Alderwoman Rasmussen, Alderman DiFonzo, Alderman Stevenson, Alderwoman Godfrey, Alderwoman Christensen

b. Growth Policy and Capital Improvement Plan Updates

PWD Hintz stated both of these are due to be updated per Montana Code. He stated the CIP would include the plans for the water and sewer already designated but would expand farther out. He stated the CIP was done by Morrison Maierle and the Growth Policy was done by KLJ.

Clerk/Treasurer Chamberlin asked if more cost effective would be to hire one engineer to do both at the same time and PWD Hintz stated it may not be because of the work already done on them.

Motion was made to approve PWD Hintz looking into this further.

Motion made by Alderman Koffler, Seconded by Alderman Stevenson. Voting Yea: Alderman Koffler, Alderwoman Rasmussen, Alderman DiFonzo, Alderman Stevenson, Alderwoman Godfrey, Alderwoman Christensen

c. KC Sand Building Purchase

PWD Hintz stated KC Sand would like the City to purchase this building, the land would be leased from the railroad for approximately \$2,400 a year. He stated he would like to see a Budget and Finance Committee Meeting to review this since it was not budgeted. He is looking for \$150,000 for the buildings. Alderman DiFonzo stated the City Buildings and Street Lighting Committee to review the building first and then Budget and Finance can review the cost.

Motion was made to send this to City Buildings and Street Lighting Committee.

Motion made by Alderman DiFonzo, Seconded by Alderwoman Godfrey. Voting Yea: Alderman Koffler, Alderwoman Rasmussen, Alderman DiFonzo, Alderman Stevenson, Alderwoman Godfrey, Alderwoman Christensen

The meeting was set for Monday January 24th at 5:00pm.

d. Solicit for Architectual Services

PWD Hintz stated they are going to start this for the remodel of City Hall.

e. Public Works December 2021 Report

PWD Hintz provided the December 2021 Report. He stated the MDT has sent an agreement for the TA Grant Pedestrian Bridge which will be on the next agenda. He further stated the Nielson Halvorson bid opening will be February 10th and a pre-bid meeting on January 31st.

Mr. Mayer stated he will be getting a scope and fee to the City of Sidney for the 4th Ave project.

16. Fire Marshal/Building Inspector

a. Fire and Building Department Update

He stated his montly report will be provided at the next meeting.

17. City Clerk/Treasurer

a. November 2021 Treasurer's Report

Clerk/Treasurer Chamberlin provided the November 2021 Treasurer's Report.

b. November 2021 JV Report

Motion to approve.

Motion made by Alderwoman Christensen, Seconded by Alderman Stevenson. Voting Yea: Alderman Koffler, Alderwoman Rasmussen, Alderman DiFonzo, Alderman Stevenson, Alderwoman Godfrey, Alderwoman Christensen

c. November 2021 Water/Sewer Bank Transfer of \$180,856.84

Motion to approve.

Motion made by Alderwoman Godfrey, Seconded by Alderman Koffler. Voting Yea: Alderman Koffler, Alderwoman Rasmussen, Alderman DiFonzo, Alderman Stevenson, Alderwoman Godfrey, Alderwoman Christensen

18. Consent Agenda

a. Claims to be approved: \$871,765.17

Motion to approve consent agenda.

Motion made by Alderman Koffler, Seconded by Alderman Stevenson. Voting Yea: Alderman Koffler, Alderwoman Rasmussen, Alderman DiFonzo, Alderman Stevenson, Alderwoman Godfrey, Alderwoman Christensen

b. Building Permits to be approved:

2022-062 Corland Construction Remodel Block 3, Lot 1, Richland Minor Sub.

19. Adjournment

Mrs. Entzel asked if she could be provided the City Code on the tractors and trailers on City Streets and Clerk/Treasurer Chamberlin stated she could email that to her the next day.

Meeting was adjourned at 7:15pm.



City of Sidney, MT City Buildings and Street Lighting Committee Meeting January 24, 2022 5:00 PM 115 2nd Street SE |Sidney, MT 59270

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Meeting ID: 845 2276 1992 Passcode: 432809 Call: 1-346-248-7799

Others present: Mayor Norby, PWD Hintz, Clerk/Treasurer Chamberlin

Alderwoman Rasmussen called into the meeting.

1. New Business

a. Review Purchase of KC Sand Building

PWD Hintz stated this is the building in the BNSF right away directly in front of the City Shop Yard. He stated it is approximately 60 feet by 150 feet and would be used for cold storage. Alderman Koffler stated he would like to know what the railroad lease is, and PWD Hintz stated he was told \$200/month. He stated it would be used for equipment storage, freeing up room in the old fire hall. Alderman Koffler adn Alderman Stevenson agreed they would like to know for sure what the lease terms are, but if they are what was stated it is something that should be moved forward on. Mayor Norby stated this could free up room for the Police Department, depending on the proposed remodel.

PWD Hintz stated this was not budgeted but that will be reviewed by the Budget and Finance Committee, but there is the option of getting a loan for it. He stated he is asking \$150,000 for the building. Clerk/Treasurer Chamberlin stated it will require a budget amendment regardless and inquired on if ARPA funds could be used, which she said she will look into.

Alderman Stevenson stated it will save on equipment by stopping the weathering of it and portable heaters could be looked into should they be needed.

Motion was to approve moving forward with the purchase of this building with the Budget and Finance Committee and getting the specifics on the lease.

Motion made by Koffler, Seconded by Stevenson. Voting Yea: Koffler, Stevenson

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\$543,564,49	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00	\$0,00 \$0,00 \$0,00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00	S0.00 S0.00 S0.00	\$0.00 50.00	S S S S S S S S S S S S S S S S S S S	\$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$0.00	\$0.00 \$0.00 \$0.00	\$2,860.64 2 \$55,773.28 3 \$140,715.78 3 \$5,693.22 3	\$0.00 \$0,00 \$55,318,21 \$283,203.36	Widown Number Draw 17404 Phase 2
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	Morrison-Maierle—PO Bo Office: 406-442	7	elena, MT 59604 ax: 406–495-3608 www.m-m.net TIN: 81-0217149
	Invoice : 00	0226069	
	Invoice Date: 1/ Project: 07 Project Name: Sic Bill Term: **	17/2022 1702800 Iney - 2021 Sewer R	shab
1 Sidney Sewer Rehabilitation.		Rillings	
	ilable To Date	Previous	Current
65,571.00 3,5	556.96 64,934.54	62,014.04	2,920.50
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			3alance Due
			18,261.23
ue and Payable Upon Rece service charge at the maxi	eipt of Invoice mum legal rate allowed	by 31-1-107 MCA	1,739.00 4,142.00
Please send your EFT remittance advice to remittance@m-m.net Routing: 092905278 Account: 4020016702			1,739.00 4,142.00 24,142.23
	Attention: Jeff Hintz Attention: Jeff Hintz Sidney, MT 59270 UNITED STATES For Professional Services Rendered Through 12/31/2021 For Professional Services Rendered Through 12/31/2021 Professional engineering and surveying services provided for 2021 Sidney Sewer Rehabilitation. Professional Services Rehab 65.571.00 3. Rate Labor 2.920.50 5. State Labor 2.920.50 5. Amounts Are Due and Payable Upon Rec Amounts 30 days overdue are subject to a service charge at the maximum for the subject to a service charge at the maximum for the maximum for the maximum for the subject to a service charge at the maximum for the subject to a service charge at the maximum for the subject to a service charge at the maximum for the subject to a service charge at the maximum for the subject to a service charge at the maximum for the subject to a service charge at the maximum for the subject to a service charge at the maximum for the subject to a service charge at the maximum for the subject to a service charge at the maximum for the subject to a service charge at the maximum for the subject to a service charge at the maximum for the subject to a service charge at the maximum for the subject to a service charge at the maximum for the subject to a service charge at the maximum for the subject to a service charge at the maximum for the subject to a service charge at the maximum for the subject to a service charge at the maximum for the subject to a service charge at the maximum for the subject to a service charge at the subject to a service charge at the maximum for the subject to a service charge at the subject to a service c	Morrison-Maierle—PO Office: 406.4 Invoice 2ate : Project Name : Bill Term : Bill Term : S56.96 64,934.54 Current Billings Amount Due This Bill 10/1/2021 11/5/2021 12/20/2021 ceipt of Invoice cimum legal rate allowe	Morrison-Maierte—PO Box 6147—Helena, Office: 406-442-3050 — Fax: 406 mvoice Date: 1/17/2022 Project: 000226069 Project: 071702800 Project Name: Sidney - 2021 Sewer F Bill Term: ** Bill Term: ** \$,556.96 64,934.54 62,014.04 \$,556.96 64,934.54 62,014.04 \$,556.96 64,934.54 62,014.04 ber Date This Bill 10/1/2021 18,261.23

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Total Project: 071702800 - Sidney - 2021 Sewer Rehab	088 - Quality Assurance Rate Labor Class Senior Engineer I	040 - Design, Plans & Specs Rate Labor Class CAD Designer III Design Engineer 1 Engineer Intern 1 Total Bill Task: 040 - Design, Plans & Specs	F D. 071702800 - Sidney - 2021 Sewer Rehab Item broject Management Class Design Engineer I
ehab	Hours 1.00	Hours 2.00 11.00 0.50	Hours 6.00
2,920.50	Rate Amount 163.000 163.00 1 63.00	Rate Amount 136.000 272.00 143.000 1,573.00 109.000 54.50 1,899.50 1,899.50	Invoice: 000226 15 Rate Amount 143.000 858.00

Page: 1

Montana State Revolving Fund ("WPCSRF") Program Loan Disbursement Report for Revenue Ronde

Date	DNRC Signature	Date	DEQ Signature	10. Approval (For State Use Only)
Telephone (Area Code, Number & Extension) (406) 237-1272	ınd Title Jeer	Typed or Printed Name and Title Laura Gundlach, PE Water/Wastewater Engineer	8.0.	project as described in the Commitment Agreement.
Date Signed: 2/3/22	Certifying Official"	Signature of "Authorized Certifying Official"	b. Engineer or other Representative certifying to line	which have not been previously which have not been previously requested, that an inspection has been performed and that all work is in accordance with the terms of the
Telephone (Area Code, Number & Extension)	nd Title	Typed or Printed Name and Title	SRF funds through an interlocal agreement.]	with the terms of the project, that the
Date Signed:	Certifying Official"	Signature of "Authorized Certifying Official"	County and a District) borrow	I certify that to the best of my knowledge and helief the hilled costs
Telephone (Area Code, Number & Extension)	nd Tirle	Typed or Printed Name and Title	signatures are required <u>only</u> when two parties (i.e. a	
Date Signed:	Certifying Official	Signature of Authorized Certifying Official	a. Borrower(s) [Note:	9. Certification
But Thinks History	Section 1	100%	0%	O. Percentage of Physical Completion
		\$	\$	N. State Share of Disbursement (For State Use Only)
				M. Federal Share of Disbursement (For State Use Only)
	E Lan	\$ 3,379,651	s 2,921	L Total Disbursement (Add Amounts on Line J and K)
e \$119,769	Debt Service Reserve \$119,769	\$ 119,769	8	K. Debt Service Reserve Deposit (Multiply Amount on Line J by .038)
		69	59	J. Sub-Total (Add Amounts on Lines G, H, and I)
		N/A	N/A	I. Origination Fee - For Initial Disbursement Only (Multiply Committed Amount by .01)
		N/A	N/A	H. Administrative Fee - For Initial Disbursement Only (Multiply Committed Amount by .00575)
		\$ 3,259,882	S	G. Total Construction Costs (Add Lines A through F)
		69	60	F. Miscellaneous
		\$ 2,272,380	69	E. Construction Improvements
A LAND				D. Equipment
		\$ 487,208	\$ 2,921	
		\$ 45.294	\$	A. Administrative Charges
	10	Cumulative to Date	Amount This Period	Classification
	Wester St			8. Use of Funds
t request.	Check if this is the final disbursement request	□ Check if this is		
3-8606	1	Bank phone number:	3	4. Total Loan Amount: \$ 3.741.000 "B" (From Cover of Bond Resolution)
ntzel	Account : Contact person at bank: Diane Entzel	Acct Contact per	ement)	3. Committed Amount: S <u>4.041.000</u> (From the Binding Commitment Agreement)
	A :	ABA :		>
	Stockman Bank	Bank: <u>Stock</u>		<u>i</u>
		7. Payment Instructions:		2. Project Name: Wastewater Phase III SRF Project Number: SRF-19450
:port: 1/17/22 (Мо/Day/Үг)	Period covered by this Disbursement Report: From: 12/21/21 To: 1/1 (Mo/Day/Yr) (Mo/	6. Period covered by From: 12/21 (Mo/D	T 59270	Address: <u>115 2nd Street SE, Sidney, MT</u> Employer ID: <u>81-6001310</u>
	nber: 24			Name: <u>City of Sidney</u>
		_ II 🛏	Keven	
		יי שישיןי	Daviant	



January 25, 2022

Dear City of Sidney:

Dry-Redwater Regional Water Authority (DRWA) is your local nonprofit government entity founded by the Richland, Dawson, McCone, and Garfield County Conservation Districts in 2004 in response to the abysmal water quality plaguing our area. The goal of DRWA is to construct a regional water project to deliver clean, sustainable water in the most efficient manner, at the most economic price.

Our service area covers Richland, Dawson, McCone, Garfield, and northern Prairie County, including the communities of: Circle, Richey, Jordan, Sidney, Fairview, Glendive, Lambert, Savage, Bloomfield, Brockway, Brusett, Cohagen, Lindsey, Sand Springs, and Vida.

In December 2020, DRWA received federal authorization, an integral part in the process of providing water to our service area. With this authorization, DRWA will be able to work with the Bureau of Reclamation, a division of the U.S. Department of the Interior responsible for allocating federal funds to vital projects such as Dry-Redwater.

According to our 2006 and 2012 Feasibility Study documents, the City of Sidney is interested in receiving water from the Dry-Redwater Regional Water Authority Project. Now that federal authorization has been achieved, DRWA needs written confirmation from the City of Sidney to prove interest in connecting to DRWA before moving forward with design. Please substantiate your commitment to connection onto the Dry-Redwater Project.

Attached is an example letter expressing support and interest in connection to Dry-Redwater Regional Water Authority, should you wish to use it.

We thank you very much for your support. Please do not hesitate to contact us with any questions.

Sincerely,

Mandi Nay, DRWA Coordinator



To Whom It May Concern:

The Dry-Redwater Regional Water Authority (DRWA) is supported and considered vital by the people, families, and business in our community. As a community, we recognize the health benefits, as well as the economic benefits to be accomplished with this project. We fully support construction of a regional water project in our area and wish to be included in the design plans in order to be part of the project.

A regional water system is a long-term solution to good quality water. The economic impact of a regional water system would be of great benefit to Eastern Montana. We support any assistance to Eastern Montana and DRWA's efforts in bringing a regional water system to fruition. Thank you for your efforts.

Sincerely,

2 Additional Ground Space

the Leased Premises as described, designated and/or depicted on Exhibit A attached hereto

Ratification of the Leased Premises. Landlord hereby ratifies and agrees that it leases to Tenant

a) Tenant approximately an additional four hundred twenty nine (429) square feet of land (the Effective as of the Commencement Date (as defined below) Landlord hereby leases to "Expanded Lease Area"). The Expanded Easement Area is described, depicted and/or

THE SECOND AMENDMENT TO LAND LEASE AGREEMENTAGREEMENT

RECITALS

WHEREAS, Landlord owns the real property described on Exhibit A attached hereto and by this reference made a part hereof (the "Parent Parcel"); and

depicted on Exhibit A attached hereto.; and collectively, the "Leased Premises"), which Leased Premises are also described, designated and/or beneficiary of certain easements for access and utilities, all as more particularly described in the Lease collectively, the "Lease"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the into that certain Land Lease Agreement dated July 18, 2012 (as the same may have been amended, WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected,

applicable, the Leased Premises, all as more particularly described therein; and of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("American therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date WHEREAS, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified Tower"), pursuant to which American Tower subleases, manages, operates and/or maintains, as

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "POA") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all

as more particularly set forth in the POA; and

WHEREAS, Tenant desires to expand the Leased Premises; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease as expressly provided herein.

acknowledged, the Parties hereby agree as follows: and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein

effective as of the later signature date hereof (the "Effective Date"), by and between City of Sidney ("Tenant") (Landlord and Tenant being collectively referred to herein as the "Parties"). ("Landlord") and Gold Creek Cellular Montana LP d/b/a Verizon Wireless (hereinafter referred to as This Second Amendment to Land Lease Agreement ("Second Amendment") is entered into and made

Premises in the Lease, as amended hereby, shall include (and shall be deemed to include of the Parties hereto, part of the Leased Premises and any references to the Leased Easement Area shall be (and shall be deemed to be for all purposes), without further action Leased Premises. On and after the occurrence of the Commencement Date, the Expanded may use Expanded Lease Area in the same manner that Tenant is permitted to use the designated on Exhibit B attached hereto and by this reference made a part hereof. Tenant for all purposes) the Expanded Easement Area.

- ġ. with Tenant's use of the Parent Parcel, Leased Premises and/or the Expanded Easement Leased Premises and/or Expanded Easement Area. Landlord will not unreasonably interfere constructing, installing, repairing, maintaining, and/or removing improvements within the the Leased Premises and Expanded Easement Area for the purposes of accessing, enter upon and reasonably use the portions of the Parent Parcel immediately adjacent to agents, employees, customers, and/or independent contractors the right and privilege to after the Effective Date, Landlord hereby grants to Tenant, American Tower, its officers, Parcel, Leased Premises and/or the Expanded Easement Area. Further, at any time on and audits, sampling, and/or tests, engineering studies and to conduct a survey of the Parent Effective Date, to perform or cause to be performed test borings of the soil, environmental Parcel, Leased Premises, and/or the Expanded Easement Area at any time on or after the customers, and/or independent contractors the right and privilege to enter upon the Parent Landlord hereby grants to Tenant, American Tower, its officers, agents, employees, Area in conducting these activities.
- ? made at the time of such payment), the date that such payment commences. Subsection 2(f) below (notwithstanding the fact that such payment was not obligated to be Tenant (and/or American Tower) commences payment of the additional rent described in evidencing its intent to commence leasing the Expanded Easement Area; or (v) in the event Area; (iv) the date that Tenant (and/or American Tower) issues a written notice to Landlord install its equipment or other personal property at, on, or within the Expanded Easement Tenant, American Tower, or a customer, licensee, or sublessee thereof commences to Expanded Easement Area; (iii) if no written 'Notice to Proceed' is issued, then the date that purpose of commencing said customer's installation of equipment on all or a portion the written 'Notice To Proceed' to one of Tenant's (or American Tower's) customers for the the Expanded Easement Area; (ii) the date that Tenant (and/or American Tower) issues a a sublease, license or other form of collocation agreement that grants said customer use of American Tower's) customers commences payment to Tenant (or American Tower) under The "Commencement Date" shall be the earlier of: (i) the date that one of Tenant's (or
- <u>a</u> Notwithstanding the foregoing, Tenant, American Tower, (or its customers, licensees, and under the immediately preceding clauses (i), (ii), (iii), (iv) or (v) of Subsection 2(c) above sublessees) shall have eighteen (18) months following the Effective Date to commence (such period, the "Commencement Period").
- ይ One Hundred Dollars (\$100.00) payable within thirty (30) days following the Effective Date. Second Amendment, Tenant shall pay to Landlord a one-time payment in the amount of As consideration for the covenants, agreements, and rights made and granted under this

- .**-**h pursuant to the Lease shall continue in full force and effect. acknowledge and agree that all applicable increases and escalations to the rent authorized increased by a sum of Two Hundred Fifty Dollars (\$250.00) per month. The Parties hereby Commencement Date, the total rent payable under the Lease, as amended hereby, shall be Commencement Period as provided in Subsection 2(d) above, then, effective as of the In the event that the Commencement Date occurs prior to the expiration of the
- φ events, the Parties agree that all of the other rights and obligations created by and pursuant hereby, shall not increase as provided in Subsection 2(f) above; provided, however, in all to the Expanded Easement Area, and the total rent payable under the Lease, as amended Commencement Period, the Tenant shall forfeit and shall no longer have any rights in and In the event the Commencement Date has not occurred prior to the expiration of the to this Second Amendment shall remain in full force and effect.

sublessees. Landlord hereby appoints Tenant as Landlord's attorney-in-fact coupled with an interest to execute and return to Tenant building permits, zoning applications and other forms and documents, as cost and expense and for no additional consideration to Landlord, Landlord hereby agrees to promptly consideration is owed to Landlord for such activities and uses. Tenant and Tenant's customers, licensees, considered consent to and approval of all such activities and uses, and confirmation that no additional approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, ώ Premises or the Parent Parcel. The terms, provisions, and conditions of this Section 3 shall survive the facility and that such attorney-in-fact shall not allow Tenant to re-zone or otherwise reclassify the Leased applications shall be limited strictly to the use of the Leased Premises as a wireless telecommunications Premises, on behalf of Landlord with federal, state and local governmental authorities, provided that such prepare, execute and deliver land use and zoning and building permit applications that concern the Leased required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities and sublessees shall have vehicular (specifically including truck) and pedestrian access to the Leased including subleasing to American Tower, Landlord's execution of this Second Amendment is and shall be Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or is a conflict between the Lease and this Second Amendment, this Second Amendment shall control. The contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there execution and delivery of this Second Amendment. Landlord and Tenant Acknowledgments. Except as modified herein, the Lease and all provisions

PROFITS, LOSS OF USE OR LOSS OR BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY, AND SIMILAR THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST LANDLORD AND TENANT HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, AMENDED HEREBY, IN NO EVENT SHALL LANDLORD OR TENANT BE LIABLE TO THE OTHER FOR, AND DAMAGES Waiver. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE LEASE, AS

Item e.

Memorandum(s) of Lease, reflecting this Second Amendment, in a form reasonably acceptable to Tenant and which shall be recordable in the county in which the Parent Parcel is located Memorandum of Lease. Upon request by Tenant, Landlord shall execute and deliver to Tenant a

the unavailability of such original, executed counterpart of this Second Amendment first be proven. ŋ tender an original, executed counterpart of this Second Amendment and without the requirement that terms and existence of this Second Amendment notwithstanding the failure or inability to produce or and may be introduced or submitted in any action or proceeding as competent evidence of the execution image of this Second Amendment bearing the signatures of the Parties hereto shall be deemed an origina Electronic Signatures. The Parties agree that a scanned or electronically reproduced copy or

may be delivered via facsimile, but all of which taken together shall constitute one instrument. Amendment may be executed in any number of counterparts, each of which shall be an original, which governed by the laws of the state or commonwealth in which the Parent Parcel is situated. This Second authorized representatives of the Parties in order to be effective. This Second Amendment will be hereof. Any modification to this Second Amendment must be in writing and signed and delivered by constitutes the entire agreement among the undersigned Parties hereto regarding the subject matter Entirety; Amendment; Counterparts. This Second Amendment, together with the Lease

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK] [SIGNATURES APPEAR ON THE NEXT PAGE]

LANDLORD:

City of Sidney, Montana

Date:	Title:	Print Name:	Signature:
		lame:	ıre:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ATC Site No: 420099 VZW Site No: 251117 Site Name: Sunrise, MT Project Number: OAA767203

TENANT:

Gold Creek Cellular Montana LP d/b/a Verizon Wireless

By: ATC Sequoia LLC, a Delaware limited liability company Title: Attorney-in-Fact

Date: Signature: Print Name: <u>Richard P. Palermo</u> Title: <u>Senior Counsel</u>

[END OF SIGNATURES]

ATC Site No: 420099 VZW Site No: 251117 Site Name: Sunrise, MT Project Number: OAA767203

[EXHIBIT A CONTINUES ON THE NEXT PAGE]

A PORTION OF LOTS 4 AND 5 OF BLOCK 19 OF THE ORIGINAL TOWNSITE OF SIDNEY, LOCATED IN THE MERIDIAN MONTANA, CITY OF SIDNEY RICHLAND COUNTY, MONTANA, AND BEING MORE SPECIFICALLY NORTHWEST ONE-QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 59 EAST, PRINCIPAL DESCRIBED AS FOLLOWS:

currently servicing the premises to and from a public right of way, including but not limited to:

The access and utilities easements include all easements of record as well as existing access and utilities

Beneficiary easement(s) for access and utilities:

CONTAINING 1,444 SQUARE FEET (0.033 ACRES) OF LAND, MORE OR LESS

ALUMINUM CAP; THENCE NORTH 20°00'00" EAST, 38.00 FEET; THENCE SOUTH 70°00'00" EAST, 38.00 THE POINT OF BEGINNING; THENCE CONTINUING NORTH 70°00'00" WEST, 38.00 FEET TO A FOUND OF 103.04 FEET; THENCE DEPARTING SAID SOUTHEASTERLY LINE NORTH 70°00'00" WEST, 74.51 FEET TO CONTINUING NORTH 19°42'47" EAST ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK 19 A DISTANCE MOST SOUTHERLY CORNER OF LOT 6, OF BLOCK 19 OF THE ORIGINAL TOWNSITE OF SIDNEY; THENCE BLOCK 22 OF THE ORIGINAL TOWNSITE OF SIDNEY; THENCE NORTH 19°42'47" EAST, 80.00 FEET TO THE COMMENCING AT A FOUND REBAR WITH CAP MARKING THE MOST EASTERLY CORNER OF LOT 1, OF

FEET; THENCE SOUTH 20°00'00" WEST, 38.00 FEET TO THE POINT OF BEGINNING

EXHIBIT A

DESCRIPTION, DESIGNATION AND/OR DEPICTION OF PARENT PARCEL AND LEASED PREMISES

Parent Parcel:

ALL THE REAL PROPERTY SITUATED IN RICHLAND COUNTY, STATE OF MONTANA, DESCRIBED AS FOLLOWS:

SAID COUNTY. TOWNSITE OF SIDNEY, ACCORDING TO A MAP ON FILE IN THE OFFICE OF THE CLERK AND RECORDER OF LOTS ONE, TWO, THREE, FOUR, FIVE AND SIX (1-2-3-4-5-6) IN BLOCK NINETEEN (19) IN THE ORIGINAL

APN: 27-3444-33-2-23-01-0000

Leased Premises:

Portion of Parent Parcel leased by Tenant:

CITY OF SIDNEY RICHLAND COUNTY, MONTANA, AND BEING MORE SPECIFICALLY DESCRIBED AS ONE-QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 59 EAST, PRINCIPAL MERIDIAN MONTANA, A PORTION OF LOT 4 OF BLOCK 19 OF THE ORIGINAL TOWNSITE OF SIDNEY, LOCATED IN THE NORTHWEST

FOLLOWS:

NORTHWESTERLY LINE SOUTH 70°00'00" EAST, 65.49 FEET TO THE POINT OF BEGINNING. SAID NORTHWESTERLY LINE OF SAID LOTS 5 AND 4 A DISTANCE OF 20.00 FEET; THENCE DEPARTING SAID 65.39 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 5; THENCE NORTH 19°42'47" EAST ALONG THE THE POINT OF BEGINNING; THENCE SOUTH 20°00'00" WEST, 20.00 FEET; THENCE NORTH 70°00'00" WEST, OF 103.04 FEET; THENCE DEPARTING SAID SOUTHEASTERLY LINE NORTH 70°00'00" WEST, 74.51 FEET TO CONTINUING NORTH 19°42'47" EAST ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK 19 A DISTANCE MOST SOUTHERLY CORNER OF LOT 6, OF BLOCK 19 OF THE ORIGINAL TOWNSITE OF SIDNEY; THENCE BLOCK 22 OF THE ORIGINAL TOWNSITE OF SIDNEY; THENCE NORTH 19°42'47" EAST, 80.00 FEET TO THE COMMENCING AT A FOUND REBAR WITH CAP MARKING THE MOST EASTERLY CORNER OF LOT 1, OF

CONTAINING 1,308 SQUARE FEET (0.031 ACRES) OF LAND, MORE OR LESS.

UTILITY EASEMENT

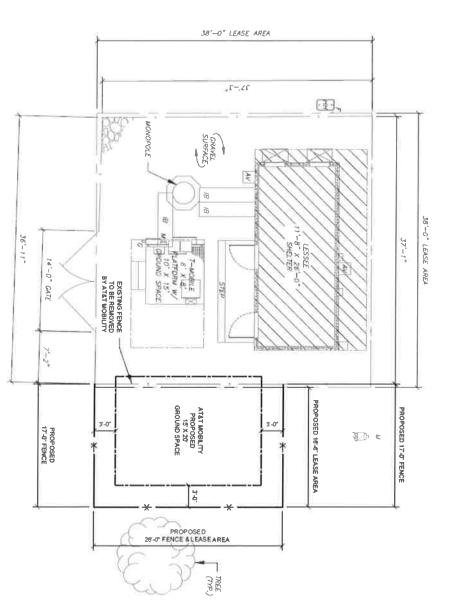
A PORTION OF LOT 4 OF BLOCK 19 OF THE ORIGINAL TOWNSITE OF SIDNEY LOCATED IN THE NORTHWEST COUNTY, MONTANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 59 EAST, P.M.M., CITY OF SIDNEY, RICHLAND

THENCE DEPARTING SAID NORTHEASTERLY LINE, S20°00'00"W, 15.65 FEET; THENCE N70°00'00"W, 12.00 FEET; THENCE N20°00'00"E, 7.00 FEET; THENCE N70°00'00"W, 38.00 FEET; THENCE S20°00'00"W, 11.00 OF SAID LOT 4; THENCE S70°17'13"E ALONG THE NORTHEASTERLY LINE OF SAID LOT 4, 77.72 FEET; SOUTHEASTERLY LINE, N70°00'00"W, 112.51 FEET; THENCE N20°00'00"E, 27.00 FEET TO THE POINT OF CORNER OF LOT 6, BLOCK 19 OF THE ORIGINAL TOWNSITE OF SIDNEY; THENCE CONTINUING N19°42'47"E COMMENCING AT A FOUND REBAR WITH CAP MARKING THE MOST EASTERLY CORNER OF LOT 1, BLOCK FEET TO THE POINT OF BEGINNING. N19°42'47"E ALONG THE NORTHWESTERLY LINE OF LOT 4, 19.26 FEET TO THE NORTHERNMOST CORNER BEGINNING; THENCE N70°00'00"W, 27.62 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 4; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK 19, 103.04 FEET; THENCE DEPARTING SAID 22 OF THE ORIGINAL TOWNSITE OF SIDNEY; THENCE N19°42'47"E, 80.00 FEET TO THE MOST SOUTHERLY

CONTAINING A TOTAL CALCULATED AREA OF 1,044.85 SQUARE FEET OR 0.024 ACRES, MORE OR LESS

[END OF EXHIBIT A]

[END OF EXHIBIT B]



CONTAINING A TOTAL CALCULATED AREA OF 429.00 SQUARE FEET OR 0.010 ACRES, MORE OR LESS

S20°00'00"W, 26.00 FEET; THENCE N70°00'00"W, 16.50 FEET TO THE POINT OF BEGINNING. THE POINT OF BEGINNING; THENCE N20°00'00"E, 26.00 FEET; THENCE S70°00'00"E, 16.50 FEET; THENCE OF 103.04 FEET; THENCE DEPARTING SAID SOUTHEASTERLY LINE NORTH 70°00'00" WEST, 74.51 FEET TO CONTINUING NORTH 19°42'47" EAST ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK 19 A DISTANCE MOST SOUTHERLY CORNER OF LOT 6, OF BLOCK 19 OF THE ORIGINAL TOWNSITE OF SIDNEY; THENCE BLOCK 22 OF THE ORIGINAL TOWNSITE OF SIDNEY; THENCE NORTH 19°42'47" EAST, 80.00 FEET TO THE

COMMENCING AT A FOUND REBAR WITH CAP MARKING THE MOST EASTERLY CORNER OF LOT 1, OF

RICHLAND COUNTY, MONTANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 59 EAST, P.M.M., CITY OF SIDNEY, A PARCEL OF LAND WITHIN LOT 4, BLOCK 19 OF THE ORIGINAL TOWNSITE OF SIDNEY, LOCATED IN THE

EXHIBIT B

Prepared by and Return to:

Assessor's Parcel No.: 27-3444-33-2-23-01-0000 Attn: Land Management/Megan Bertino, Esq. Woburn, MA 01801 10 Presidential Way ATC Site Name: Sunrise, MT ATC Site No.: 420099 American Tower

> Book382 Page310 Prior Recorded Lease Reference:

County of Richland State of Montana Document No.: 571511

MEMORANDUM OF LEASE (WITH OPTION TO EXPAND)

This Montana LP d/b/a Verizon Wireless ("Tenant"). Memorandum of Lease 202 by and between City of Sidney, Montana, ("Landlord") and Gold Creek Cellular (the "Memorandum") is entered into on the day ç

then this Memorandum shall constitute an amendment of any such prior recorded notice(s). notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving

- P "Leased Premises"), which Leased Premises is also described on Exhibit A attached hereto. the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the certain easements for access and utilities, all as more particularly described in the Lease (such portion of "Lease"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of Agreement dated July 18, 2012 (as the same may have been amended from time to time, collectively, the predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Land Lease attached hereto and by this reference made a part hereof (the "Parent Parcel"). Landlord (or its Parent Parcel and Lease. Landlord is the owner of certain real property being described in Exhibit A
- 2 of Tenant, all as more particularly set forth in the POA. among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf responsibilities, Tenant has also granted American Tower a limited power of attorney (the "POA") to, applicable, the Leased Premises, all as more particularly described therein. In connection with these ("American Tower"), pursuant to which American Tower subleases, manages, operates and maintains, as effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company American Tower. identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an Tenant, Verizon Communications Inc., a Delaware corporation, and other parties
- ψ by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be Expiration Date. Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise

Project Number: OAA767203 Site Name: Sunrise, MT VZW Site No: 251117 ATC Site No: 420099

- 4 Exhibit A with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared Leased Premises Description. Tenant shall have the right, exercisable by Tenant at any time during the replacement, including, without limitation, amendments to this Memorandum and to the Lease request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such
- ហ attached hereto and by this reference made a part hereof Such option is exercisable on or before the Premises by approximately four hundred twenty nine (429) square feet in a location depicted on Exhibit B Option to Expand Leased Premises. The Landlord has granted to Tenant an option to expand the Leased day of , 2023.
- 6. **<u>Right of First Refusal</u>**. There is a right of first refusal in the Lease.
- 7. right shall terminate upon recording of this Memorandum. Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, Effect/Miscellaneous. This Memorandum is not a complete summary of the terms, provisions and
- 00 address for which no notice was given as required herein, shall be deemed to be receipt of any such notice. above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed in the manner provided herein, may designate one or more different notice addresses from those set forth Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington addresses set forth herein: to Landlord at: 115 2nd Street SE, Sidney, MT 59270; to Tenant at: Attn.: Land recognized courier service, or by First Class United States Mail, certified, return receipt requested to the Notices. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other
- 9 executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Counterparts. This Memorandum may be executed in multiple counterparts, each of which when so
- 10 Governing Law. This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LANDLORD:	WITNESSES:
City of Sidney, Montana	
Signature:	Signature:
Title:	
Date:	Signature: Print Name:
WITNESS AND AC	WITNESS AND ACKNOWLEDGEMENT
State of	
County of	
On this day of	, 202 before me, the undersigned Notary Public,
of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.	me(s) is/are subscribed to the within instrument and ime in his/her/their authorized capacity(ies), and that rson(s) or the entity upon which the person(s) acted,
WITNESS my hand and official seal.	

My commission expires:	Print Name:	Notary Public

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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e: Richard P. Palermo or Counsel	Gold Creek Cellular Montana LP d/b/a Verizon Wireless By: ATC Sequoia LLC, a Delaware limited liability company Title: Attorney-in-Fact	WITNESSES: Signature: Print Name: Signature:
	By: ATC Sequoia LLC, a Delaware limited liability company Title: Attorney-in-Fact	Signature: Print Name:
e: <u>Richard P. Palermo</u> or Counsel	Signature:	Signature:
	Print Name: <u>Richard P. Palermo</u> Title: <u>Senior Counsel</u> Date:	
	Commonwealth of Massachusetts	
Commonwealth of Massachusetts		

County of Middlesex

person or the entity upon which the person acted, executed the instrument. to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged On this _____ day of _______, 202____, before me, ______, 202____, the undersigned Notary Public, personally appeared Richard P. Palermo, who proved to me on the basis of

WITNESS my hand and official seal.

[SEAL]

ATC Site No: 420099 VZW Site No: 251117 Site Name: Sunrise, MT Project Number: OAA767203

ACCESS AND UTILITIES

CONTAINING 1,444 SQUARE FEET (0.033 ACRES) OF LAND, MORE OR LESS

BEGINNING; THENCE CONTINUING NORTH 70°00'00" WEST, 38.00 FEET TO A FOUND ALUMINUM CAP; NORTH 19°42'47" EAST ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK 19 A DISTANCE OF 103.04 FEET; SOUTHERLY CORNER OF LOT 6, OF BLOCK 19 OF THE ORIGINAL TOWNSITE OF SIDNEY; THENCE CONTINUING COMMENCING AT A FOUND REBAR WITH CAP MARKING THE MOST EASTERLY CORNER OF LOT 1, OF BLOCK 20°00'00" WEST, 38.00 FEET TO THE POINT OF BEGINNING. THENCE NORTH 20°00'00" EAST, 38.00 FEET; THENCE SOUTH 70°00'00" EAST, 38.00 FEET; THENCE SOUTH THENCE DEPARTING SAID SOUTHEASTERLY LINE NORTH 70°00'00" WEST, 74.51 FEET TO THE POINT OF 22 OF THE ORIGINAL TOWNSITE OF SIDNEY; THENCE NORTH 19°42'47" EAST, 80.00 FEET TO THE MOST

CITY OF SIDNEY RICHLAND COUNTY, MONTANA, AND BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS: ONE-QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 59 EAST, PRINCIPAL MERIDIAN MONTANA,

A PORTION OF LOT 4 OF BLOCK 19 OF THE ORIGINAL TOWNSITE OF SIDNEY, LOCATED IN THE NORTHWEST

Parent Parcel; or (iii) the legal description or depiction below (if any).

area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the

access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land

description obtained from an as-built survey conducted by Tenant.

Tenant shall have the right to replace this description with a description obtained from the Lease or from a

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include

to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

ALL THE REAL PROPERTY SITUATED IN RICHLAND COUNTY, STATE OF MONTANA, DESCRIBED AS FOLLOWS:

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds)

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

This Exhibit A may be replaced at Tenant's option as described below.

EXHIBIT A

PARENT PARCEL

TOWNSITE OF SIDNEY, ACCORDING TO A MAP ON FILE IN THE OFFICE OF THE CLERK AND RECORDER OF SAID LOTS ONE, TWO, THREE, FOUR, FIVE AND SIX (1-2-3-4-5-6) IN BLOCK NINETEEN (19) IN THE ORIGINAL

APN: 27-3444-33-2-23-01-0000

COUNTY.

LEASED PREMISES

CONTAINING A TOTAL CALCULATED AREA OF 1,044.85 SQUARE FEET OR 0.024 ACRES, MORE OR LESS

S70°17'13"E ALONG THE NORTHEASTERLY LINE OF SAID LOT 4, 77.72 FEET; THENCE DEPARTING SAID SOUTHEASTERLY LINE OF SAID BLOCK 19, 103.04 FEET; THENCE DEPARTING SAID SOUTHEASTERLY LINE, LOT 6, BLOCK 19 OF THE ORIGINAL TOWNSITE OF SIDNEY; THENCE CONTINUING N19°42'47"E ALONG THE COMMENCING AT A FOUND REBAR WITH CAP MARKING THE MOST EASTERLY CORNER OF LOT 1, BLOCK 22 OF 7.00 FEET; THENCE N70°00'00"W, 38.00 FEET; THENCE S20°00'00"W, 11.00 FEET TO THE POINT OF BEGINNING NORTHEASTERLY LINE, S20°00'00"W, 15.65 FEET; THENCE N70°00'00"W, 12.00 FEET; THENCE N20°00'00"E, NORTHWESTERLY LINE OF LOT 4, 19.26 FEET TO THE NORTHERNMOST CORNER OF SAID LOT 4; THENCE N70°00'00"W, 27.62 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 4; THENCE N19°42'47"E ALONG THE N70°00'00"W, 112.51 FEET; THENCE N20°00'00"E, 27.00 FEET TO THE POINT OF BEGINNING; THENCE THE ORIGINAL TOWNSITE OF SIDNEY; THENCE N19°42'47"E, 80.00 FEET TO THE MOST SOUTHERLY CORNER OF

MONTANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 59 EAST, P.M.M., CITY OF SIDNEY, RICHLAND COUNTY,

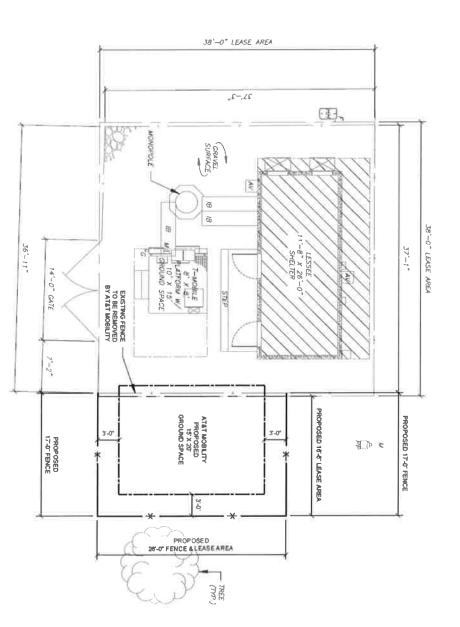
A PORTION OF LOT 4 OF BLOCK 19 OF THE ORIGINAL TOWNSITE OF SIDNEY LOCATED IN THE NORTHWEST

UTILITY EASEMENT

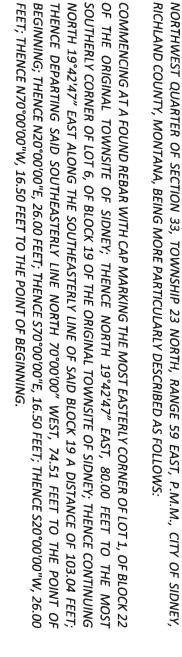
Premises to and from a public right of way including but not limited to: currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased The access and utility easements include all easements of record as well that portion of the Parent Parcel

NORTHWEST ONE-QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 59 EAST, PRINCIPAL MERIDIAN A PORTION OF LOTS 4 AND 5 OF BLOCK 19 OF THE ORIGINAL TOWNSITE OF SIDNEY, LOCATED IN THE FOLLOWS: MONTANA, CITY OF SIDNEY RICHLAND COUNTY, MONTANA, AND BEING MORE SPECIFICALLY DESCRIBED AS

OF THE ORIGINAL TOWNSITE OF SIDNEY; THENCE NORTH 19°42'47" EAST, 80.00 FEET TO THE MOST SOUTH 70°00'00" EAST, 65.49 FEET TO THE POINT OF BEGINNING LINE OF SAID LOTS 5 AND 4 A DISTANCE OF 20.00 FEET; THENCE DEPARTING SAID NORTHWESTERLY LINE NORTHWESTERLY LINE OF SAID LOT 5; THENCE NORTH 19°42'47" EAST ALONG THE SAID NORTHWESTERLY BEGINNING; THENCE SOUTH 20°00'00" WEST, 20.00 FEET; THENCE NORTH 70°00'00" WEST, 65.39 FEET TO THE THENCE DEPARTING SAID SOUTHEASTERLY LINE NORTH 70°00'00" WEST, 74.51 FEET TO THE POINT OF NORTH 19°42'47" EAST ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK 19 A DISTANCE OF 103.04 FEET; SOUTHERLY CORNER OF LOT 6, OF BLOCK 19 OF THE ORIGINAL TOWNSITE OF SIDNEY; THENCE CONTINUING COMMENCING AT A FOUND REBAR WITH CAP MARKING THE MOST EASTERLY CORNER OF LOT 1, OF BLOCK 22







A PARCEL OF LAND WITHIN LOT 4, BLOCK 19 OF THE ORIGINAL TOWNSITE OF SIDNEY, LOCATED IN THE

This Exhibit B may be replaced at Tenant's option as described below.

EXHIBIT B

P

NORTH 19°42'47" EAST ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK 19 A DISTANCE OF 103.04 FEET; SOUTHERLY CORNER OF LOT 6, OF BLOCK 19 OF THE ORIGINAL TOWNSITE OF SIDNEY; THENCE CONTINUING BEGINNING; THENCE N20°00'00"E, 26.00 FEET; THENCE S70°00'00"E, 16.50 FEET; THENCE S20°00'00"W, 26.00 THENCE DEPARTING SAID SOUTHEASTERLY LINE NORTH 70°00'00" WEST, 74.51 FEET TO THE POINT OF FEET; THENCE N70°00'00"W, 16.50 FEET TO THE POINT OF BEGINNING. THE ORIGINAL

Prepared by and Return to:

American Tower 10 Presidential Way Woburn, MA 01801 Attn: Land Management/Megan Bertino, Esq. ATC Site No.: 420099 ATC Site Name: Sunrise, MT ASsessor's Parcel No.: 27-3444-33-2-23-01-0000

> Prior Recorded Lease Reference: Book382, Page310 Document No.: 571511 State of Montana

County of Richland

MEMORANDUM OF LEASE

This Montana LP d/b/a Verizon Wireless ("Tenant"). Memorandum of Lease (the 202_ _ by and between City of Sidney, Montana, ("Landlord") and Gold Creek Cellular "Memorandum") is entered into on the day ç

then this Memorandum shall constitute an amendment of any such prior recorded notice(s). notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving

- 2 the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "Lease"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of attached hereto and by this reference made a part hereof (the "Parent Parcel"). Landlord (or its Parent Parcel and Lease. "Leased Premises"), which Leased Premises is also described on Exhibit A attached hereto. certain easements for access and utilities, all as more particularly described in the Lease (such portion of Agreement dated July 18, 2012 (as the same may have been amended from time to time, collectively, the predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Land Lease Landlord is the owner of certain real property being described in Exhibit A
- 2 responsibilities, Tenant has also granted American Tower a limited power of attorney (the "POA") to, effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company of Tenant, all as more particularly set forth in the POA. among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf applicable, the Leased Premises, all as more particularly described therein. ("American Tower"), pursuant to which American Tower subleases, manages, operates and maintains, as identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an American Tower. Tenant, Verizon Communications Inc., a Delaware corporation, and other parties In connection with these
- ω by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be Expiration Date. Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise

ATC Site No: 420099 VZW Site No: 251117 Site Name: Sunrise, MT Project Number: OAA767203

- 4 Exhibit A with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared Leased Premises Description. Tenant shall have the right, exercisable by Tenant at any time during the replacement, including, without limitation, amendments to this Memorandum and to the Lease request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such
- 5. **<u>Right of First Refusal</u>**. There is a right of first refusal in the Lease.
- ჟ right shall terminate upon recording of this Memorandum. Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, Effect/Miscellaneous. This Memorandum is not a complete summary of the terms, provisions and
- . in the manner provided herein, may designate one or more different notice addresses from those set forth Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington recognized courier service, or by First Class United States Mail, certified, return receipt requested to the Notices. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally address for which no notice was given as required herein, shall be deemed to be receipt of any such notice above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other addresses set forth herein: to Landlord at: 115 2nd Street SE, Sidney, MT 59270; to Tenant at: Attn.: Land
- ò executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute Counterparts. one and the same instrument. This Memorandum may be executed in multiple counterparts, each of which when so
- 9 the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the Governing Law. This Memorandum shall be governed by and construed in all respects in accordance with conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LANDLORD:	WITNESSES:
City of Sidney, Montana	
Signature:	Signature:
Print Name:	Print Name:
Title:	
Date:	Signature:
	Print Name:
WITNESS AND A	WITNESS AND ACKNOWLEDGEMENT

	County of	State of	
2			
-			

acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that personally appeared executed the instrument. by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, personally appeared _______ who proved to me on the basis ______ who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and Un this day of 202 ے before me, the undersigned Notary Public,

WITNESS my hand and official seal-

My commission expires:	Print Name:	Notary Public

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ATC Site No: 420099 VZW Site No: 251117 Site Name: Sunrise, MT Project Number: OAA767203

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)	
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WITNESSES:

Wireless	Gold Creek Cellular Montana LP d/b

Its: Attorney-in-Fact	A Delaware limited liability company	By: ATC Sequoia LLC,
-----------------------	--------------------------------------	----------------------

Signature: ______

Signature: _____ Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged On this _____ day of ______, 202 ____ before me, ______ the undersigned Notary Public, personally appeared Richard P. Palermo who proved to me on the basis of person or the entity upon which the person acted, executed the instrument. to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the _ day of

WITNESS my hand and official seal.

[SEAL]

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below. The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds)

ALL THE REAL PROPERTY SITUATED IN RICHLAND COUNTY, STATE OF MONTANA, DESCRIBED AS FOLLOWS:

COUNTY. TOWNSITE OF SIDNEY, ACCORDING TO A MAP ON FILE IN THE OFFICE OF THE CLERK AND RECORDER OF SAID LOTS ONE, TWO, THREE, FOUR, FIVE AND SIX (1-2-3-4-5-6) IN BLOCK NINETEEN (19) IN THE ORIGINAL

APN: 27-3444-33-2-23-01-0000

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the access and utilities easements The square footage of the Leased Premises shall be the greater of: (i) the land The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include

Parent Parcel; or (iii) the legal description or depiction below (if any).

ONE-QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 59 EAST, PRINCIPAL MERIDIAN MONTANA, A PORTION OF LOT 4 OF BLOCK 19 OF THE ORIGINAL TOWNSITE OF SIDNEY, LOCATED IN THE NORTHWEST CITY OF SIDNEY RICHLAND COUNTY, MONTANA, AND BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

SOUTHERLY CORNER OF LOT 6, OF BLOCK 19 OF THE ORIGINAL TOWNSITE OF SIDNEY; THENCE CONTINUING THENCE DEPARTING SAID SOUTHEASTERLY LINE NORTH 70°00'00" WEST, 74.51 FEET TO THE POINT OF NORTH 19°42'47" EAST ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK 19 A DISTANCE OF 103.04 FEET; OF THE ORIGINAL TOWNSITE OF SIDNEY; THENCE NORTH 19°42'47" EAST, 80.00 FEET TO THE MOST WEST, 38.00 FEET TO THE POINT OF BEGINNING NORTH 20°00'00" EAST, 38.00 FEET; THENCE SOUTH 70°00'00" EAST, 38.00 FEET; THENCE SOUTH 20°00'00" BEGINNING; THENCE CONTINUING NORTH 70°00'00" WEST, 38.00 FEET TO A FOUND ALUMINUM CAP; THENCE COMMENCING AT A FOUND REBAR WITH CAP MARKING THE MOST EASTERLY CORNER OF LOT 1, OF BLOCK 22

CONTAINING 1,444 SQUARE FEET (0.033 ACRES) OF LAND, MORE OR LESS

OF THE ORIGINAL TOWNSITE OF SIDNEY; THENCE NORTH 19°42'47" EAST, 80.00 FEET TO THE MOST COMMENCING AT A FOUND REBAR WITH CAP MARKING THE MOST EASTERLY CORNER OF LOT 1, OF BLOCK 22 FEET; THENCE N70°00'00"W, 16.50 FEET TO THE POINT OF BEGINNING. BEGINNING; THENCE N20°00'00"E, 26.00 FEET; THENCE S70°00'00"E, 16.50 FEET; THENCE S20°00'00"W, 26.00 THENCE DEPARTING SAID SOUTHEASTERLY LINE NORTH 70°00'00" WEST, 74.51 FEET TO THE POINT OF NORTH 19°42'47" EAST ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK 19 A DISTANCE OF 103.04 FEET; SOUTHERLY CORNER OF LOT 6, OF BLOCK 19 OF THE ORIGINAL TOWNSITE OF SIDNEY; THENCE CONTINUING

CONTAINING A TOTAL CALCULATED AREA OF 429.00 SQUARE FEET OR 0.010 ACRES, MORE OR LESS

ACCESS AND UTILITIES

Premises to and from a public right of way including but not limited to: currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased The access and utility easements include all easements of record as well that portion of the Parent Parcel

MONTANA, CITY OF SIDNEY RICHLAND COUNTY, MONTANA, AND BEING MORE SPECIFICALLY DESCRIBED AS NORTHWEST ONE-QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 59 EAST, PRINCIPAL MERIDIAN A PORTION OF LOTS 4 AND 5 OF BLOCK 19 OF THE ORIGINAL TOWNSITE OF SIDNEY, LOCATED IN THE FOLLOWS:

SOUTH 70°00'00" EAST, 65.49 FEET TO THE POINT OF BEGINNING. BEGINNING; THENCE SOUTH 20°00'00" WEST, 20.00 FEET; THENCE NORTH 70°00'00" WEST, 65.39 FEET TO THE NORTH 19°42'47" EAST ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK 19 A DISTANCE OF 103.04 FEET; THENCE DEPARTING SAID SOUTHEASTERLY LINE NORTH 70°00'00" WEST, 74.51 FEET TO THE POINT OF SOUTHERLY CORNER OF LOT 6, OF BLOCK 19 OF THE ORIGINAL TOWNSITE OF SIDNEY; THENCE CONTINUING OF THE ORIGINAL TOWNSITE OF SIDNEY; THENCE NORTH 19°42'47" EAST, 80.00 FEET TO THE MOST LINE OF SAID LOTS 5 AND 4 A DISTANCE OF 20.00 FEET; THENCE DEPARTING SAID NORTHWESTERLY LINE NORTHWESTERLY LINE OF SAID LOT 5; THENCE NORTH 19°42'47" EAST ALONG THE SAID NORTHWESTERLY COMMENCING AT A FOUND REBAR WITH CAP MARKING THE MOST EASTERLY CORNER OF LOT 1, OF BLOCK 22

CONTAINING 1,308 SQUARE FEET (0.031 ACRES) OF LAND, MORE OR LESS

UTILITY EASEMENT

MONTANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 59 EAST, P.M.M., CITY OF SIDNEY, RICHLAND COUNTY, A PORTION OF LOT 4 OF BLOCK 19 OF THE ORIGINAL TOWNSITE OF SIDNEY LOCATED IN THE NORTHWEST

N70°00'00"W, 112.51 FEET; THENCE N20°00'00"E, 27.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTHEASTERLY LINE OF SAID BLOCK 19, 103.04 FEET; THENCE DEPARTING SAID SOUTHEASTERLY LINE, LOT 6, BLOCK 19 OF THE ORIGINAL TOWNSITE OF SIDNEY; THENCE CONTINUING N19°42'47"E ALONG THE THE ORIGINAL TOWNSITE OF SIDNEY; THENCE N19°42'47"E, 80.00 FEET TO THE MOST SOUTHERLY CORNER OF COMMENCING AT A FOUND REBAR WITH CAP MARKING THE MOST EASTERLY CORNER OF LOT 1, BLOCK 22 OF

ATC Site No: 420099 VZW Site No: 251117 Site Name: Sunrise, MT Project Number: OAA767203 7.00 FEET; THENCE N70°00'00"W, 38.00 FEET; THENCE S20°00'00"W, 11.00 FEET TO THE POINT OF BEGINNING. NORTHEASTERLY LINE, S20°00'00"W, 15.65 FEET; THENCE N70°00'00"W, 12.00 FEET; THENCE N20°00'00"E, N70°00'00"W, 27.62 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 4; THENCE N19°42'47"E ALONG THE NORTHWESTERLY LINE OF LOT 4, 19.26 FEET TO THE NORTHERNMOST CORNER OF SAID LOT 4; THENCE S70°17'13"E ALONG THE NORTHEASTERLY LINE OF SAID LOT 4, 77.72 FEET; THENCE DEPARTING SAID

CONTAINING A TOTAL CALCULATED AREA OF 1,044.85 SQUARE FEET OR 0.024 ACRES, MORE OR LESS.

Montana State Revolving Fund ("DWSRF") Program Loan Disbursement Report for **Revenue Bonds/Recycled** For State use only (Funded from Principal Payment Recycled Account)

1. Borrower:		5. Disbursement Number: 3B						
Name: <u>City of Sidney</u>		6.	6. Period covered by this Disbursement Report:					
Address: <u>115 2nd Street SE, Sidney, MT 59270</u> Employer ID: <u>81-6001310</u>			From: 11/28/2021 To: 1/22/2022					
			<u> </u>	$\frac{11202022}{(Mo/Day/Yr)}$				
2.	Project Name: <u>Replacement of Distributed</u>		7.	Payment Instructi	ons:			
	WRF Project Number: WRF-22493			x Wire Transfer: Bank: <u>Stockman Bank</u>				
	Borrower's Project Number:		4			nk		
3. Committed Amount: \$ 1,875,000			ABA: 092905249 Account : 3010010486					
	(From the Binding Commitment Agreen	ment			k Phone Number: <u>40</u>			
			1		k Contact Person :			
4.	Total Loan Amount: \$ <u>1,875,000</u>			□ Check if this is the final disbursement request.				
	8. Use of Funds		1					
	Classification	Amount This Period	С	umulative to Date				
A.	Administrative Charges	\$ 0	\$	0				
B.	Land and Rights of Way							
C.	Architectural & Engineering	\$ 48,831	\$	133,670				
D.	Equipment							
Е.	Construction Improvements	\$ 0	\$	1,542,642				
Ľ.	Construction improvements	5 0	Φ	1,572,072				
F.	Miscellaneous							
			-					
G.	Total Construction Costs (Add Lines A through F)	\$ 48,831	\$	1,676,312				
н.	Administrative Fee - For Initial Disbursement Only (Multiply	N/A		N/A				
	Committed Amount by .00575)							
I.	Origination Fee - For Initial Disbursement Only (Multiply	N/A		N/A				
	Committed Amount by .01)	1 \/A						
J.	Sub-Total (Add Amounts on Lines G,	\$ 48,831	\$	1,676,312				
	H and I)							
К.	Debt service Reserve Deposit (Multiply Amount on Line J by	\$	\$		Debt Service Reserve	e is \$60,107		
	<u>.038</u>)							
L.	Total Disbursement (Add Amounts	\$ 48,831	\$	1,676,312				
	on Line J and K)							
М.	State Share of Disbursement (For State Use Only)	\$	\$					
N.	Percentage of Physical Completion	1%		96%				
9.	Certification	a. Borrower(s) [Note:	1	2070				
9.		two borrower		gnature of Authorized (Date Signed:		
		signatures are required <u>only</u> when			Telephone (Area Code, Number & Extension)			
	I certify that to the best of my	two parties (i.e. a County and a	┣—			406.433.2809		
l	knowledge and belief the billed costs or	District) borrow	Sig	nature of "Authorized	Certifying Official"	Date Signed:		
disbursements are in accordance with the terms of the project, that theWRF funds through an interlocal		Signature of "Authorized Certifying Official"Date Signed:Typed or Printed Name and TitleTelephone (Area Code,			Telephone (Area Code,			
	disbursements represent amounts which have not been previously	agreement.]	Jes	ssica Chamberlain, Cle	rk/Treasurer	Number & Extension) 406.433.2809		
1	requested, that an inspection has been	b. Engineer or other	More					
1	performed and that all work is in accordance with the terms of the	Representative certifying to line 8.N.	Signature of "Authorized Certifying Official" Typed or Printed Name and Title			Date Signed: 2-4-2022 Telephone (Area Code,		
	project as described in the Commitment Agreement.	contarying to fine 0.14.	Jordan Mayer, Project Engineer Number & E			Number & Extension) 406.433.5617		
	Approval (For State Use Only)	DEQ Signature		Date	DNRC Signature	Date		
10.7	spprovar (For State Use Olly)	DEQ Signature		Date	Divice Signature	Date		



City of Sidney Attn: Jessie Chamberlin 115 2nd Street SE Sidney, MT 59270 January 05, 2022 Project No: S2000117.01 Invoice No: 45885

Task Order No. 4 Amendment - Construction Administration for West Holly Waterline Improvements Sidney, Montana <u>Professional Services from November 28, 2021 to December 25, 2021</u> Professional Personnel

		Hours	Rate	Amount	
ENG II		4.50	137.00	616.50	
ENG III		3.00	172.00	516.00	
TECH II		49.50	96.00	4,752.00	
	Totals	57.00		5,884.50	
	Total Labor				5,884.50
			Total this	Invoice	\$5,884.50

Please call me if you have any questions regarding this invoice.

Jordan Mayer, PE 406.433.5617



City of Sidney Attn: Jessie Chamberlin 115 2nd Street SE Sidney, MT 59270 January 27, 2022 Project No: S2000117.01 Invoice No: 46124

Task Order No. 4 Amendment - Construction Administration for West Holly Waterline Improvements Sidney, Montana <u>Professional Services from January 14, 2022 to January 22, 2022</u> Professional Personnel

		Hours	Rate	Amount	
ENG II		2.00	137.00	274.00	
TECH II		4.50	96.00	432.00	
	Totals	6.50		706.00	
	Total Labor				706.00
			Total this I	nvoice	\$706.00

Please call me if you have any questions regarding this invoice.

Jordan Mayer, PE 406.433.5617



City of Sidney Attn: Jessie Chamberlin 115 2nd Street SE Sidney, MT 59270 January 05, 2022 Project No: S2100105 Invoice No: 45886

Phase III Water Improvements for Sections 28, 32 and 33, T23N, R59E Waterline Improvements, Funding Assistance, Design Engineering Services, Bidding or Negotiating Services and Possible Additional Services Sidney, Montana

Professional Services from November 28, 2021 to December 25, 2021 Design Phase Services Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Funding Assistance	6,500.00	0.00	0.00	0.00	0.00
Design Engineering	128,000.00	60.00	76,800.00	57,600.00	19,200.00
Bidding or Negotiation Services	5,000.00	0.00	0.00	0.00	0.00
Total Fee	139,500.00		76,800.00	57,600.00	19,200.00
	Total Fee			19,2	00.00
		Total this Phase		\$19,200.00	
		Total this I	nvoice	\$19,2	200.00

Please call me if you have any questions regarding this invoice.

Jordan Mayer, PE 406.433.5617



City of Sidney Attn: Jessie Chamberlin 115 2nd Street SE Sidney, MT 59270 January 27, 2022 Project No: S2100105 Invoice No: 46125

Phase III Water Improvements for Sections 28, 32 and 33, T23N, R59E Waterline Improvements, Funding Assistance, Design Engineering Services, Bidding or Negotiating Services and Possible Additional Services Sidney, Montana

Professional Services from December 26, 2021 to January 22, 2022 Design Phase Services Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Funding Assistance	6,500.00	0.00	0.00	0.00	0.00
Design Engineering	128,000.00	78.00	99,840.00	76,800.00	23,040.00
Bidding or Negotiation Services	5,000.00	0.00	0.00	0.00	0.00
Total Fee	139,500.00		99,840.00	76,800.00	23,040.00
	Total Fee			23,0	40.00
		Total this Phase		\$23,0	40.00
		Total this I	nvoice	\$23,0	40.00

Please call me if you have any questions regarding this invoice.

Jordan Mayer, PE 406.433.5617

2021 100	#1	water flow alarm	12/9/2021	Fire	City	1 br
2021-190	#1	water flow alarm	12/8/2021	Fire	City	1 hr
2021-191	#2	Bomb Standby	12/12/2021	Fire	County	3 hr
2021-192	#3	Controlled Burn	12/13/2021	Fire	City	1 hr
2021-193	#4	Mechanical Fire	12/19/2021	Fire	county	4 hr
		Carbon				
2021-194	#5	Monoxide	12/20/2021	Fire	City	1hr
2021-195	#6	Smoke Alarm	12/21/2021	Fire	City	1 hr
2021-196	#7	False alarm	12/23/2021	medical	County	1 hr
2021-197	#8	Gas Leak	12/27/2021	Fire	City	1 hr
2021-198	#9	Report of Smoke	12/28/2021	fire	City	1 hr
		Carbon				
2021-199	#10	Monoxide	12/28/2021	Fire	city	1 hr
		Carbon		Not		
2021-200	#11	Monoxide	12/30/2021	paged	City	1 hr

December 2021 Fire Department Run Report

2021 Ended with 200 calls and of them 90 of them were fire and 110 were medical in nature.

January	<u>, 2022 Fir</u>	e Departmen	t Run Report

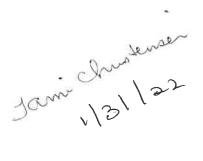
2022-001	#1	Accident Assist	1/1/2022	Medical	County	1 hr
		Search and				
2022-002	#2	Rescue	1/1/2022	Not paged	County	3 hr
2022-003	#3	House Fire	1/4/2022	Fire	City	1 hr
2022-004	#4	Co2	1/5/2022	Not paged	City	1 hr
2022-005	#5	False Alarm	1/5/2022	Fire	County	1 hr
2022-006	#6	False Alarm	1/7/2022	Fire	City	1 hr
		Search and				
2022-007	#7	Rescue	1/16/2022	Not paged	county	4 hr
2022-008	#8	Accident Assist	1/18/2022	medical	County	1 hr
2022-009	#9	Lift Assist	1/19/2022	Medical	County	1hr
2022-010	#10	False Alarm	1/19/2022	Fire	City	1 hr
2022-011	#11	Lift Assist	1/27/2022	Not paged	County	1 hr
2022-012	#12	False Alarm	1/28/2022	Fire	City	1 hr
2202-013	#13	False Alarm	1/31/2022	Fire	City	1 hr

Page: 1 of 1 Report ID: AP100

* Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org	Acct	Object Proj	Cash Account
39546		70 U.S.P.O. 2 JANUARY 2022 WATER BILLS 2 JANUARY 2022 SEWER BILLS	837.83 418.91 418.92	3	NA NA	5210 5310	430500 430600		101000 101000
		# of Claims 1	Total: 837.8	3					

Fuile / forbel 31 22 1



CITY OF SIDNEY

115 2nd St. S.E. Sidney, Montana 59270 Telephone:433-2809

FAX:433-7509 This claim must be itemized and invoice attached or payment cannot be made.

546 Claim Number

Warranty Number 70

Item a.

49

Vendor Number

Claimant:

U.S.P.O

Address:

101 WEST HOLLY ST

City, Zip:

SIDNEY, MT 59270

DESCRIPTION	FUND	ACCOUNT	OBJ	AMOUNT	INV DATE	INV#	PO #
JANUARY 2022 WATER BILLS	5410	430830	300	\$418.91	1/31/2022		NA
JANUARY 2022 SEWER BILLS	5310	430600	300	\$418.92	1/31/22		NA
JANOART 2022 SEWER BIELS	0010						
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			TAL	A007 00			
	1. 30	10	TAL	\$837.83			The surger

I Certify that this claim is correct and just

in all respects and that payment or credit

has not been received.

CLAIMANT SIGNATURE DELAMAShandes

Dissallowed:

Approved:

6 Chairman

						- Maii			
									nem a.
				-		e			
Mailer		City	ler Name, Address, p O.F-SI, 2 Nd St	Email, Telephone d Ney S.E	Ma Nam		er than permit holder)	Mail Owner (If other Name, Address	than permit holder)
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First-Class Mail

Part B — Nonautomation Price

Postcards (eligible for postcard price)

	1	Price	No. of Pieces	Subtotal Postage	Discount Total	Fee Total	Total Postage
B1	Presorted	10335	2501				837.84
B2	Single-Piece						

Letters

	1	Price	No. of Pieces	Subtotal Postage	Discount Total	Fee Total	Total Postage
B3	Presorted						
Β4	Residual From First-Class Mail Mailing (Includes up to 1 oz, and between 1 oz. and 3.5 oz.)						
B5	Nonpresorted/Single-Piece*						
B6	Single-Piece From USPS Marketing Mail Mailing			2			

Nonmachinable Letters

	1	Price	No. of Pieces	Subtotal Postage	Discount Total	Fee Total	Total Postage
B7	Presorted						
B8	Nonpresorted/Single-Piece						
B9	Single-Piece From USPS Marketing Mail Mailing						
в10	Nonmachinable Surcharge** (for presorted letters)						
B11	Nonmachinable Surcharge** (for single-piece letters)						

Flats

		Price	No. of Pieces	Subtotal Postage	Discount Total	Fee Total	Total Postage
B12	Presorted						
B13	Single-Piece						
B14	Single-Piece From USPS Marketing Mail Mailing						

Permit Reply Mail

		Price	No. of Pieces	Subtotal Postage	Discount Total	Fee Total	Total Postage
B15	Single-Piece Letters (1 oz. or less)						
B16	Single-Piece Letters (over 1 oz. to 3.5 oz.)						
B17	Single-Piece Flats (1 oz. or less)						
B18	Single-Piece Flats (over 1 oz. to 13 oz.)						

* First-Class Mail metered letter price

** Only on FCM letters with one or more nonmachinable characteristics

B19 Part B Total (Add lines B1 — B18)

BLACK MOUNTAIN SOFTWARE UTILITY BILLING SYSTEM POSTNET BARCODE COUNT - 5 DIGITS - Bill Count

z

5 Digit Postnet Code	Count		
NO POSTNET	1513		
43218	2		
58702	1		
58784	1		
58802	2		
59215	2		
59217	1		
59221	1		
59243	2		
59254	1		
59270	968		
59330	3		
59405	1		
59702	1		
80120	1		
82717	1		

Total Count 2501

Page 1

2

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Page 1

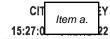
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BLACK MOUNTAIN SOFTWARE UTILITY BILLING SYSTEM POSTNET BARCODE COUNT - 3 DIGITS - Bill Count

Ξ

3 Digit Postnet Code	Count	
NO POSTNET	1513	
432	2	
587	2	
588	2	
592	975	
593	3	
594	1	
597	1	
801	1	
827	1	

Total Count: 2501



BLACK MOUNTAIN SOFTWARE UTILITY BILLING SYSTEM POSTNET BARCODE COUNT - Results	Page	91		CIT 15:27:1	Item a.
Description	COUNT	% Count	Rate in Cents	COST	% Cost
D2 5 DIGIT COUNT	968	39	33.500	324.280	39
D3 3 DIGIT COUNT	0	0	33.500	0.000	0
D5 MIXED AADC	20	1	33.500	6.700	1
D6 NO POSTNET - PRESORTED	1513	60	33.500	506.855	60
Totals:	2501	100		837.84	100

*** You can double check your default rates under menu: Actions | Postal Certification | Default Rate Information ***

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Page: 1 of 1 Report ID: AP100

For Doc # = 39548

* ... Over spent expenditure

Claim		Vendor #/Name/	Document \$/	Disc \$	"				Cash
	Check	Invoice #/Inv Date/Description	Line \$		PO #	Fund Of	g Acct	Object Proj	Account
39548		505 MONTANA MUNICIPAL COOPERATIV	Е 687.50)					
	02/01/2	2 SID 101A- JAN. 2022 INTEREST	687.50		NA	3601	490300	610	101000
		# of Claims 1	Total: 687.5	50					

al

Kali July 02/02/202 V

CITY OF SIDNEY

115 2nd St. S.E. Sidney, Montana 59270 Telephone:433-2809

FAX:433-7509 This claim must be itemized and invoice attached or payment cannot be made.



Warranty Number 505 Vendor Number

Claimant: MONTANA MUNICIPAL COOPERATYIVE

Address:

2066 STADIUM DRIVE

SUITE #102

City, Zip:

BOZEMAN, MT 59715

DESCRIPTION	FUND	ACCOUNT	OBJ	AMOUNT	INV DATE	INV #	PO #
SID 101A JAN. 2022- INTEREST	3601	490300	610	\$687.50	2/1/2022		NA
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			1				
	1			\$687.50		1	10-10-
		10	TAL	0687.50			

I Certify that this claim is correct and just

in all respects and that payment or credit

has not been received.

Anntos POLM CLAIMANT SIGNATURE

Dissallowed:

Approved:

Chairman 57

3601-20-620 Vendor: 505

From: Meghan Lunney <<u>meghan.lunney@lpl.com</u>> Sent: Friday, January 28, 2022 10:44:05 AM To: Jessie Redfield <<u>clerktreasurer@cityofsidneymt.com</u>> Subject: Fw: Lauren Peck, CFP - Montana Municipal Cooperative

Caution! This message was sent from outside your organization.

Allow sender | Block sender

Hi Jessica,

The CPA let us know that know that their office did not receive <u>January 2022 Interest payment</u> of \$687.50 payable to the Montana Municipal Cooperative for bond RSID 101A. Please let me know when we should expect this payment.

Thank you and have a great day, Meghan

Meghan Lunney Office Manager

Lauren H. Peck, CFP® 2066 Stadium Drive, Suite 102 Bozeman, MT 59715 406.587.4300 FAX 406.587.1562 www.PeckFinancialPlanner.com

PLEASE DO NOT RELY ON EMAIL FOR TIME-SENSITIVE MATTERS such as an order to buy or sell a security, request to withdraw funds from your account, etc. Such orders or instructions are best conveyed, or at least confirmed, in a two-way telephone conversation to clarify important details and confirm our ability to act within the relevant time frame.

Not Tax or Legal Advice - Any material contained in this communication (including any attachments) is intended only within the realm of general investment and financial planning advice. It is not a substitute for getting up to date, specific, technical advice on tax and legal matters; please rely only on your CPA or attorney for such advice. *Confidentiality Notice* - This transmission contains information that may be covered by electronic communications and privacy laws and is confidential and proprietary in nature. If you are not the intended recipient, you are hereby notified that any review, disclosure, copying, or dissemination of this transmission or the taking of any action in reliance on its contents or other use is strictly prohibited. *E-mail / phone communications* E-mails to and from this address are subject to archiving and to review by regulating authorities and supervisory personnel. E-mail is subject to transmission failures or delays.

		CITY OF SIDNEY 115 SECOND STREET S.E. SIDNEY, MONTANA 59270 CLAIMS FUND 7930	FOR PRESENTED AND REGISTERED TREASURER BY DEPUTY \$		I WANT OF FUNDS)	STOCKMAN BANK 101 S CENTRAL AVE. SIDNEY, MT 59270 406-433-8600 93-524/929 02/02/22	27679 Item a. WARRANT NO.
						CLAI	MS WARRANT
		Six Hundred Eighty-Seven	Dollars and Fi	fty Cent	S	PA	Y THIS AMOUNT
-12-09	PAY			_		>	\$687.50
056841-1	WILL PAY TO	MONTANA MUNICIPAL COOP 2066 STADIUM DRIVE SUI BOZEMAN MT 59715	TE #102	18 RED 14498	(The	676	by

#037678# #092905249#3010010486#

CITY OF SIDNEY - 115 2ND ST. S.E., SIDNEY, MT 59270

DETACH AND RETAIN FOR YOUR RECORDS.

37678

505	MONTANA MUNICIPA	L COOPERATIV	: #: 3	7678 \$687.50
Doc #	Invoice	Inv. Date	Description	Amount
39548		02/01/22	SID 101A- JAN. 2022 INTEREST	\$687.50

CITY OF SIDNEY - 115 2ND ST. S.E., SIDNEY, MT 59270

37678

Page: 1 of 1 Report ID: AP100

For Doc # = 39580

* ... Over spent expenditure

Claim			Vendor #/Name/	Document \$/	Disc \$					Cash
	Check	Invoice #	/Inv Date/Description	Line \$		PO #	Fund Org	Acct	Object Proj	Account
39580		507 STC	OCKMAN BANK	66,002.50						
	02/02/2	2 SID 102	PRINCIPAL	37,572.57		NA	3602	490300	610	101000
	02/02/2	2 SID 102	INTEREST	2,433.48		NA	3602	490300	620	101000
	02/02/2	2 SID 104	PRINCIPAL	18,575.32		NA	3604	490300	610	101000
	02/02/2	2 SID 104	INTEREST	7,421.13		NA	3604	490300	620	101000

02/02/2022 Kal Doethy

CITY OF SIDNEY

115 2nd St. S.E. Sidney, Montana 59270 Telephone:433-2809

FAX:433-7509 This claim must be itemized and invoice attached or payment cannot be made.

Claim Number

Warranty Number 507 Vendor Number

STOCKMAN BANK Claimant:

Address:

301 WEST HOLLY

City, Zip:

SIDNEY, MT 59270

DESCRIPTION	FUND	ACCOUNT	OBJ	AMOUNT	INV DATE	INV#	PO #
SID 102 PRINCIPAL	3602	490300	610	\$37,572.57	2/2/2022		NA
SID 102 INTEREST	3602	490300	620	\$2,433.48	2/2/22		NA
SID 104 PRINCIPAL	3604	490300	610	\$18,575.32	2/2/22		NA
SID 104 INTEREST	3604	490300	620	\$7,421.13	2/2/22		NA
			1				
Parking a level of the		TO	TAL	\$66,002.50			

I Certify that this claim is correct and just

in all respects and that payment or credit

has not been received.

CLAIMANT SIGNATURE BURNASMAN

Dissallowed:

Approved:

Item a.

Chairman 61

P	CITY OF SIDNEY 115 SECOND STREET S.E. SIDNEY, MONTANA 59270 CLAIMS FUND 7930	FOR	DR WANT OF FUNDS)	STOCKMAN BANK 101 S CENTRAL AVE. SIDNEY, MT 59270 406-433-8600 93-524/929 02/02752	37679 Item a. WARRANT NO.
		\$INT:	TOT:	CLAII	MS WARRANT
PAY 888871-15-08 WILL	Sixty-SixThousand Two Dollars	and Fifty Cents			66,002.50
WILL PAY TO	STOCKMAN BANK 301 W HOLLY SIDNEY MT 59270	PUB PED Medice	Kel.	Like The	by

#037679# #092905249#3010010486#

CITY OF SIDNEY - 115 2ND ST. S.E., SIDNEY, MT 59270

DETACH AND RETAIN FOR YOUR RECORDS.

37679

507	STOCKMAN BANK			#:	37679	\$66,002.50
Doc #	Invoice	Inv. Date	Description			Amount
39580		02/02/22	SID 102 PRINCIPAL			\$37,572.57
39580	¥	02/02/22	SID 102 INTEREST			\$2,433.48
39580		02/02/22	SID 104 PRINCIPAL			\$18,575.32
39580		02/02/22	SID 104 INTEREST			\$7,421.13

CITY OF SIDNEY - 115 2ND ST. S.E., SIDNEY, MT 59270

DETACH AND RETAIN FOR YOUR RECORDS.

37679

Page: 1 of 7 Report ID: AP100

* Over spent expenditure

Claim		Vendor #/Name/	Document \$/ Disc	\$				Cash
	Check	Invoice #/Inv Date/Description	Line \$	PO #	Fund O	rg Acct	Object Proj	Account
39549		1106 kyle harlan	20,933.50					
00015		2 PLAN REVIEW- JUNE 21- DEC 21		NA	1000	420531	300	101000
39550		1114 PINE COVE	1,350.00					
	13977C 0	1/31/22 PINECOVE RESTORE FEE	300.00	NA	5210	430500	300	101000
	13976C 0	1/31/22 MONTHLY BILLING- JAN. 2022	1,050.00	NA	5410	430830	300	101000
39551		244 BADGER METER INC.	203.20					
	80091422	01/31/22 BEACON MOBILE HOSTING	101.60	NA	5210	430500	300	101000
	80091422	01/31/22 BEACON MOBILE HOSTING	101.60	NA	5310	430600	300	101000
39552		249 MID-RIVERS COMMUNICATIONS	823.44					
	02/01/2	2 WATER TELEPHONE	82.34	NA	5210	430500	300	101000
	02/01/2	2 SEWER TELEPHONE	82.34	NA	5310	430600	300	101000
	02/01/2	2 CITY SHOP TELEPHONE	82.34	NA	5410	430830	300	101000
	02/01/2	2 CITY HALL INTERNET	82.34	NA	1000	411200	340	101000
	02/01/2	2 CITY HALL FAX LINE	82.34	NA	1000	411200	340	101000
	02/01/2	2 FIREHALL INTERNET	82.34	NA	1000	420400	300	101000
	02/01/2	2 FIREHALL CABLE TV	82.34	NA	1000	420400	300	101000
	02/01/2	2 POOL TELEPHONE	82.34	NA	1000	460445	300	101000
	02/01/2	2 WATER PLANT INTERNET	82.38	NA	5210	430500	300	101000
	02/01/2	2 CITY HALL TELEPHONE	82.34	NA	1000	411200	340	101000
39553		1027 MFCP INC	811.32					
	8161844 (01/03/22 GRIP HOSE- #835	94.03	22878	5410	430830	200	101000
	8169109 (01/10/22 HOSES- FOR LOADER	112.69	17749	2565	430200	200	101000
	8172904 (01/13/22 PRESSURE WASHER HOSE	188.26	22849	5410	430830	200	101000
	8185685 (01/25/22 HOSES- #421	416.34	22886	5410	430830	200	101000
39554		1205 MIDWEST WELDING & MACHINE INC	742.37					
	215565 12	2/29/21 BELTS- FOR BLOWER	742.37*	22906	5310	430600	940	101000
39555		27 JOHNSON HARDWARE	736.28					
	58760 12/	27/21 HOSE 20'	3.00	22388	5310	430600	200	101000
		30/21 KEYS FOR QUILLING PARK	7.50	22571	1000	460430	200	101000
		03/22 LIGHTS FOR CITY SHOP	11.99	22493	2565	430200	200	101000
	60296 01/	05/22 HEAT LAMPS	11.98	23052	5210	430500	200	101000
	61153 01/	10/22 WATER HEATER	569.99	22650	5210	430500	200	101000
	62662 01/	18/22 GRAY TAPE	8,99	22910	5310	430600	200	101000
	62681 01/	18/22 FURANCE FILTERS	62.91	22952	5210	430500	200	101000
	63172 01/	21/22 ICE MELT	26.97	22500	2565	430200	200	101000
	63695 01/	24/22 FURANCE FILTERS	32.95	21785	1000	460445	200	101000

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* ... Over spent expenditure

Claim		Vendor #/Name/	Document \$/	Disc \$					Cash
	Check	Invoice #/Inv Date/Description	Line \$		PO #	Fund Org	Acct	Object Proj	Account
39556			260.00						
39000		25 AUTO VALUE PARTS STORE 01/12/22 BULB & PLUG IN- ''10 CHEVY'	360.82 17.48		22846	5310	430600	200	101000
		01/12/22 FERRELL- #835 & GLOVES	32,37		22846	5410	430600		101000 101000
		01/12/22 FERRENL- #055 & GLOVES 01/14/22 DISTRIBUTOR CAP- "96 FORD"			22498	2565	430830		101000
		01/25/22 BATTERY- "13 JEEP CITY HALI			22955	2565	430200		101000
		01/25/22 GAL PROTECTANT- SEWER TRAIL			22933	5310	430600		101000
39557		38 NORMONT EQUIPMENT	752,96						
		22/21 SAFETY VESTS & BROOM WAFER	752.96		22833	5310	430600	200	101000
39558		843 HANSON INDEPENDENT	27,333.40						
	01/21/22	TIP TOP ALLEY- GRINDING	19,000.00		NA	5310	430600	931	101000
	01/21/22	REPLACE HYDRANT- 14TH AVE NW	8,333.40		NA	5210	430500	931	101000
39559		35 LEE'S TIRE CENTER, INC.	150.00						
	148621 01	/10/22 TIRE REPAIR- #417	100.00		17750	5410	430830	300	101000
	148729 01	/18/22 TIRE REPAIR- #421	50.00		22884	5410	430830	300	101000
39560		659 RICHLAND OPPORTUNITIES, INC	10,000.00						
	01/31/22	ANNUNAL CARBOARD PICKUP 2022	10,000.00		NA	5410	430830	300	101000
39561		1159 TBID	30,897.00						
		/24/22 WAG PROPERTIES	3,838.50		NA	2101	460440	700	101000
		/24/22 WAG PROPERTIES	3,781.50		NA	2101	460440	700	101000
		24/22 WAG PROPERTIES	3,372.00		NA	2101	460440	700	101000
		24/22 WAG PROPERTIES	4,521.00		NA	2101	460440	700	101000
		24/22 WAG PROPERTIES	4,603.50		NA	2101	460440	700	101000
		24/22 WAG PROPERTIES	4,189.50		NA	2101	460440	700	101000
		/31/22 LONE TREE	1,342.50		NA	2101	460440	700	101000
		/31/22 RICHLAND INN & SUITES	1,839.00		NA	2101	460440	700	101000
	#W8//8 UI)	/31/22 RLBW,LLC- BEST WESTERN	3,409.50		NA	2101	460440	700	101000
39562		966 KLJ ENGINEERING LLC	815.11						
	10164311 (01/20/22 PLANNING SERVICES- DEC. 2021	815.11		NA	1000	411030	300	101000
39563		263 BOSS INC.	526.94						
		27/21 CITY HALL OFFICE SUPPLIES	66.95		BREE	2565	430200	300	101000
		27/21 TONER- BREES COMPUTER	189.99		BREE	1000	410550	200	101000
		30/21 CANNON COPY COUNT	76.15		NA	2565	430200	300	101000
		07/22 WASTE WATER PLANT SUPPLIES	44.45		22908	5310	430600	200	101000
		14/22 CITY HALL PAPER	41.95		KARMEN	5310	430600	200	101000
	441091 01/	19/22 INK CARTRIDGES & STAPLES	107.45		22574	1000	460430	200	101000

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* ... Over spent expenditure

Claim		Vendor #/Name/	Document \$/	Disc \$					Cash
	Check	Invoice #/Inv Date/Description	Line \$		PO #	Fund Org	Acct	Object Proj	Account
39564		1351 FIRST CHOICE DRUG TESTING, LI	LC 145.00						
		14/22 DOT BAT- CLAY FOX	35.00		NA	2565	430200	300	101000
	1006 01,	14/22 NON DOT URINE- LARRY LYNDE	25.00		NA	5410	430830	300	101000
	1006 01/	14/22 DOT LAB URINE- SCOT HAVERKAMP	25.00		NA	2565	430200	300	101000
	1006 01/	14/22 DOT LAB URINE- BRIAN TIESEN	25.00		NA	5210	430500	300	101000
	1006 01/	14/22 NON DOT BAT TEST- JARED JURGEN	35.00		NA	5310	430600	300	101000
39565		489 YELLOWSTONE CHIROPRACTIC CLIN	4IC 90.00						
	5285 01/	10/22 DOT PHYSICAL- CLAY FOX	90.00		NA	2565	430200	300	101000
39566		125 MONTANA RURAL WATER SYSTEMS	350.00						
	1648 01/	14/22 MEMBERSHIP DUES- JARED JURGENS	116.66		NA	5310	430600	300	101000
	1648 01/	14/22 MEMBERSHIP DUES- KEVIN BAST	116.66		NA	5310	430600	300	101000
	1648 01/	14/22 MEMBERSHIP DUES- BRIAN TIESEN	116.68		NA	5210	430500	300	101000
39567		359 I-STATE TRUCK CENTER	17.40						
	C2513265	70 01/11/22 WINDSHIELD WASHER NOZZLE	S 37.25		22845	5410	430830	200	101000
	C2513267	23 01/13/22 RETURN- SHIPPED IN ERROR	-19.85		22845	5410	430830	200	101000
39568		540 MONTANA TAX FOUNDATION INC	60.00						
	01/24/2	2 MEMBERSHIP DUES- CHAMBERLIN	60.00		NA	1000	410540	300	101000
39569	Е		3,767.00						
		2 PRINCIPAL- FEBRUARY 2022	1,556.49		NA	5210	490520	610	101000
	02/01/2	2 INTEREST- FEBRUARY 2022	2,210.51		NA	5210	490520	620	101000
39570		454 NICE	32.10						
	6973681	12/31/21 PHONES	32.10		NA	1000	411200	340	101000
39571			350.00						
	01/24/2	2 CPO SCHOOL- HINTZ 2022	350.00		NA	1000	460445	300	101000
39572			425.02						
		00 01/27/21 WATER TOWER	48.88		NA	5210	430500	300	101000
	68394577	32 01/24/21 CHRISTMAS LIGHTS	376.14		NA	2425	430263	300	101000
39573		1159 TBID	13,600.50						
		2/01/22 CANDLEWOOD	4,693.50		NA	2101	460440	700	101000
		2/01/22 CANDLEWOOD	3,298.50		NA	2101	460440	700	101000
		2/01/22 CANDLEWOOD	2,239.50		NA	2101	460440	700	101000
	#W8748 O	2/01/22 CANDLEWOOD	3,369.00		NA	2101	460440	700	101000

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* Over spent expenditure

Claim		Vendor #/Name/	Document \$/	Disc \$					Cash
	Check	Invoice #/Inv Date/Description	Line \$		PO #	Fund C	org Acct	Object Proj	Account
39574	1	429 SWS EQUIPMENT, INC	413.21						
	0139900-	-IN 01/06/22 DUMP CLYINDERS- #835 &	#41 413.21		22844	5410	430830	200	101000
39575	,	77 RICHLAND COUNTY TREASURER	985.00						
	01/31/2	21 CRIMINAL CONVICTION	327.00		NA	7467	212300		101000
	01/31/2	1 TECHNOLOGY SURCHARGE	230,00		NA	7458	212200		101000
	01/31/2	21 VICTIM WITNESS SURCHARGE	428.00		NA	2917	212500		101000
39576		1213 SIDNEY WATER DEPARTMENT	1,232.66						
	01/31/2	2 JANUARY 2022- WATER BILL	477.14		NA	1000	420400	340	101000
	01/31/2	2 JANUARY 2022- SEWER BILL	755.52		NA	1000	420400	340	101000
39577		645 CM BUILT DOORS INC.	80.00						
	6548 01/	19/22 LOADER DOOR- TRACK OPENER	80.00		20977	5310	430600	200	101000
39578		37 NIEHENKE WELDING, INC.	1,182.00						
	29790 01	/31/22 JRB WELDMOUNT- SNOWBLOWER	1,175.00		22889	2566	430251	300	101000
	29793 02	/01/22 BOLTS- #417	7.00		22891	5410	430830	200	101000
39579		87 GEM CITY MOTORS	116.13						
	75777 01	/03/22 WINDOW REGULATOR	116.13		22750	5210	430500	200	101000
39581	Ε	509 CARDMEMBER SERVICE - VISA	3,278.85						
		13/22 USPS	283.85		NA	5310	430600	200	101000
	8198 01/	13/22 USPS	283.85		NA	5210	430500	200	101000
		13/22 USPS	283.85		NA	5410	430830	200	101000
		13/22 USPS	283.85		NA	5710	430252	200	101000
		13/22 USPS	283.85		NA	1000	410550	200	101000
		13/22 USPS	283.85		NA	1000	460430	200	101000
		13/22 USPS	283.85		NA	2565	430200	200	101000
		03/22 AUTODESK	400.00		NA	5210	430500	200	101000
		29/21 NORTON & USPS	106.84		NA	5210	430500	300	101000
		11/22 E-REPLACEMENT PARTS	41.39		NA	5210	430500	200	101000
		11/22 URQ.ME	179.40		NA	1000	460430	200	101000
		19/22 MSFT OFFICE	160.00		NA	1000	410540	300	101000
		19/22 MSFT OFFICE	128.00		NA	1000	410550	300	101000
	252 12/2	1/21 RESTORX & USPS	276.27		NA	5310	430600	300	101000
39582		20 EAST-MONT ENTERPRISES, INC.	236,99						
	159366 01	1/13/22 BROOM HANDLE & MOP HEAD	96.99		22390	5310	430600	200	101000
	159404 01	1/18/22 BOX OF SOAP FOR WASTE WATER	140.00		22909	5310	430600	200	101000

Page: 5 of 7 Report ID: AP100

• Over spent expenditure

Claim		Vendor #/Name	/ D	ocument \$/	Disc \$					Cash
	Check	Invoice #/Inv Date/Descr	iption	Line \$		PO #	Fund Org	Acct	200 1 200 1 300 1 930 1 200 1 200 1 200 1 200 1 200 1 200 1 200 1 200 1 200 1 200 1 200 1 200 1 200 1 300 1 300 1 300 1 300 1 300 1 300 1	Account
39583		1207 BIG STATE INDUSTRI	AL SUPPLY, INC	369.20						
	1468578	01/20/22 RATCHET STRAPS &	WHEELS	123.06		22655	5310	430600	200	101000
	1468578	01/20/22 RATCHET STRAPS &	WHEELS	123.06		22655	5410	430830	200	101000
	1468578	01/20/22 RATCHET STRAPS &	WHEELS	123.08		22655	2565	430200	200	101000
39584		1085 ARAMARK- ACCOUNTS	RECEIVABLE	209.66						
	2550008	764 02/01/22 CITY SHOP RUG	S CLEANED	104.83		NA	5410	430830	300	101000
	2550009	425 01/18/22 CITY SHOP RUG	S CLEANED	104.83		NA	5410	430830	300	101000
39585		207 HAWKINS INC		4,360.79						
	6106029	02/18/22 WINDOW REGULATOR		4,320.79*		22319	5210	430500	930	101000
	6107547	01/21/22 CHLORINE CYLINDE	2	40.00*		NA	5210	430500	930	101000
39586		153 GRAINGER INC		280.86						
	9169511	581 01/05/22 N95 DISPOSBAL	E RESPIRATOR	256.10		22648	5210	430500	200	101000
	9168878:	313 01/05/22 EYE WASH BOTTI	JES	24.76		22648	5210	430500	200	101000
39587		1204 BENCO EQUIPMENT		382.00						
	40301305	52 01/25/22 HOIST INSPECTIO	ON AT CITY SH	382.00		BOB	2565	430200	300	101000
39588		458 POWER PLAN OIB		2,031.81						
		01/12/22 CUTTING EDGE & E		2,212.71		22847	2566	430251	200	101000
	P0280908	01/12/22 RETURN- CUTTING	EDGE	-180.90		CREDIT	2566	430251	200	101000
				177.54						
		/04/22 FLAT STRAP FOR LIGE	TS	31.50		22881	2425	430263	200	101000
	33178 01	/27/22 SQUARE TUBE		146.04		23002	5310	430600	200	101000
39590		350 ENERGY LABORATORIES	INC	723.00						
	447335 0	1/10/22 WATER SAMPLES		96.00		NA	5210	430500	300	101000
		1/10/22 SEWER SAMPLES		92.00		NA	5310	430600	300	101000
		1/13/22 SEWER SAMPLES		263.00		NA	5310	430600	300	101000
		1/17/22 WATER SAMPLES		96.00		NA		430500		101000
		1/20/22 SEWER SAMPLES		88.00		NA		430600		101000
	450974 0	1/31/22 SEWER SAMPLES		88.00		NA	5310	430600	300	101000
39591		1185 SWANSTON EQUIPMENT		278.27						
	P49337 1	2/30/21 POLY HUB & POLY SP	INNER	278,27		28841	2566	430251	200	101000

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• ... Over spent expenditure

Claim			Vendor #/Name/	Document \$/	Disc \$					Cash
	Check	Invoice	#/Inv Date/Description	Line \$		PO #	Fund (org Acct	Object Proj	Account
39592		56 BU	ILDERS FIRSTSOURCE	132.37						
	84799015	01/26/22	MENDING PLATES	80.01		22887	2565	430200	200	101000
	84799708	01/26/22	J-CHANNEL	52.36		22888	2565	430200	200	101000
39593			NTANA DAKOTA UTILITIES	246.65						
	95780310	00 01/28/	22 QUILLING PARK	246.65		NA	1000	460430	300	101000
39594		489 YE	LLOWSTONE CHIROPRACTIC CLINI	C 90.00						
	5292 01/	28/22 DOT	PHYSICAL- CHAD QUILLING	90.00		NA	2565	430200	300	101000
39595			RTHWEST PIPE FITTINGS, INC.	11,910.50						
			COPPER FITTINGS	42.42		23051	5210	430500	200	101000
			COPPER FITTINGS	15.74		23053	5210	430500	200	101000
			BUTTERFLY VALVES	11,607.66		22639	5210	430500	931	101000
			COPPER FITTINGS	88.09		23054	5210	430500	200	101000
			NIPPLES & REPAIR KITS	33.46		23055	5210	430500	200	101000
	6669802	01/31/21	RUBBER PARTS	123.13		23055	5210	430500	200	101000
39596	Ε	1122 ST	OCKMAN BANK - BANK FEES	508.80						
	12/31/2	1 SERVICE	CHARGE #0173	30.00		NA	1000	410540	300	101000
	12/31/2	1 SERVICE	CHARGE #0486	30.00		NA	1000	410540	300	101000
			ET SETTLE FEE #2929	97.03		NA	1000	410550	300	101000
	12/01/2	1 MERCH NI	ET SETTLE FEE #6816	139.01		NA	5210	430500	300	101000
	12/01/2	1 MERCH N	ET SETTLE FEE #6816	139.01		NA	5310	430600	300	101000
	01/03/2	2 SERVICE	CHARGE #5410	36.87		NA	5210	430500	300	101000
	01/03/2	2 SERVICE	CHARGE #5410	36.88		NA	5310	430600	300	101000
39597	Е	1038 WEX	K BANK	8,259.34						
	78050380	01/31/22	STREETS FUEL	1,111.30		NA	2565	430200	300	101000
	78050380	01/31/22	WATER FUEL	563.79		NA	5210	430500	300	101000
	78050380	01/31/22	SEWER FUEL	691.99		NA	5310	430600	300	101000
	78050380	01/31/22	SOLID WASTE FUEL	3,827.56		NA	5410	430830	300	101000
	78050380	01/31/22	PARKS FUEL	173.13		NA	1000	460430	300	101000
	78050380	01/31/22	ICE & SNOW FUEL	1,891.57		NA	2566	430251	300	101000
39598		73 SII	DNEY VOLUNTEER FIRE DEPARTMEN	NT 10,960.00						
	01/01/2	2 JULY TO	DECEMBER 2021 RUNS	10,960.00		NA	1000	420400	300	101000
39599		165 TRI	-COUNTY IMPLEMENT	18.42						
	CT55164 (01/05/22 #	723 VALVE	18.42		NA	1000	420400	940	101000

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• ... Over spent expenditure

Claim		Vendor #/Name/		Document \$/	Disc \$					Cash
	Check Invo	oice #/Inv Date/Descri	ption	Line \$		PO #	Fund Org	Acct	Object Proj	Account
39600	60	65 MONTANA CHAPTER OF 1	THE ICC	50.00						
	NA 02/02/22 2	2022 MEMBERSHIP DUES		50.00		NA	1000	420400	300	101000
39601	128	33 MACQUEEN EQUIPMENT		401.34						
	W00757 01/05/	/22 #724 ADJUSTED PACK	INGS	401.34		NA	1000	420400	940	101000
39602	29	92 BIG SKY SIDING AND W	VINDOWS	247.20						
	9888 02/01/22	2 OVERHEAD DOOR REPAIRE	ED	247.20		NA	5410	430830	300	101000
39603	4	14 REYNOLDS WAREHOUSE (GROCERY	8,36						
	1716672 01/10)/22 RUBBING ALCOHOL- W	VATER DEPT	8.36		22951	5210	430500	200	101000
39604	3			681.14						
	756914 01/04/	22 CITY SHOP RESTOCK C	DRDER	302.52		22842	2565	430200	200	101000
	756927 01/04/	22 TRICO ICE BLADES		38,16		21904	5410	430830	200	101000
	756935 01/04/	22 WAX FOR CITY VEHICI	ÆS	8.82		22495	2565	430200	200	101000
	757070 01/05/	22 FUSES & TAPING		29.95		22843	2565	430200	200	101000
	757084 04/05/	22 BRAKE LINE		9.99		22907	5310	430600	200	101000
	757344 01/06/	22 SOLDERING GUN		42.99		22882	2565	430200	200	101000
	758019 01/12/	22 GRADE EIGHT WASHER		3.51		22496	2565	430200	200	101000
	758135 01/13/	22 HOUSEHOLD BLEACH		11.97		22497	2565	430200	200	101000
	758246 01/14/	22 AUTOLITE COPPER		11.82		22850	2565	430200	200	101000
	758249 01/14/	22 SPARK PLUG WIRE SET		41.02		22850	2565	430200	200	101000
	758739 01/19/	22 ANGLE IRON DRILL		54.25		22885	5310	430600	200	101000
	759378 01/25/	22 CITY SHOP RESTOCK F	ILTERS	21.36		20979	5310	430600	200	101000
	759378 01/25/	22 CITY SHOP RESTOCK F	ILTERS	21.36		20979	5210	430500	200	101000
	759378 01/25/	22 CITY SHOP RESTOCK F	ILTERS	21.36		20979	5410	430830	200	101000
	759378 01/25/	22 CITY SHOP RESTOCK F	ILTERS	21.37		20979	2565	430200	200	101000
	759512 01/27/	22 WIPER- "94 F-150"		32.20		20980	1000	460430	200	101000
	759720 01/28/	22 SPRAY PAINT		8.49		23003	5310	430600	200	101000
		# of Claims	55 Tot	al: 165,125.45						

Total Electronic Claims 15,813.99 Total Non-Electronic Claims 149311.46